

## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF FEBRUARY 13, 2018 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

**10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

### **AGENDA**

**The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.**

**Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.**

**Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.**

**Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.**

**CONSENT AGENDA:** These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



**REASONABLE ACCOMMODATIONS:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

## STANDING ORDERS

11:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

#### **A) SHERIFF**

- 1) Adopt **RESOLUTION** authorizing the Sheriff to Undertake a Certain Project Designated "The Plumas County Sheriff's Boating Safety and Enforcement Program" for FY 2018-2019 to be Administered by the State of California, Department of Parks and Recreation, Division of Boating and Waterways; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and RSH, Inc. dba Horton Tire Center, not to exceed \$20,000, for vehicle maintenance and service; approved as to form by County Counsel

#### **B) CLERK OF THE BOARD**

Approve Board minutes for January 2018

#### **C) PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign the following service agreements related to the Ryan White Part B & PART C Programs for Fiscal Year 2018-2019; approved as to form by County Counsel

• Great Northern Services	PARTB1819GNC	\$61,119
• Great Northern Services	PARTC1819GNC	\$23,600
• Karuk Tribal Health Center	PARTC1819KARUK	\$21,010
• Northeastern Rural Health Center	PARTC1819NRHC	\$16,000
• Plumas District Hospital	PARTC1819PDH	\$20,000
• Siskiyou County Health & Human Services	PARTC1819SCHH	\$10,000
• Staszek, Michael	PARTC1819STASZEL	\$22,500

**D) PUBLIC WORKS**

Approve and authorize the Chair to sign Caltrans Delegated Maintenance Agreement for functions pertaining to the routine cleaning of the box culvert associated with the Mill Creek drainage; approved as to form by County Counsel

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts and county service areas in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

**Convene as the County Service Area #12 Governing Board**

**2. COUNTY SERVICE AREA #12 – Robert Perreault**

Approve and authorize the Chair to sign Amendment No. 6 to contract between County Service Area #12 and Plumas Rural Services for the operation of Plumas Transit Systems; approved as to form by County Counsel

**Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors**

**3. BECKWOURTH COUNTY SERVICE AREA – Robert Perreault**

Approve supplemental budget of \$16,860 for receipt of unanticipated revenue due to a rate increase for Beckwourth County Service Area not included in the FY 17-18 budget; **four/fifths required roll call vote**

**4. SIERRA BUTTES TRAIL STEWARDSHIP – Greg Williams**

Report and update on recent activities of Sierra Buttes Trail Stewardship; discussion and possible action to transfer the Off-Highway Vehicle Program from Plumas County Department of Facility Services to Community Development Commission

**5. DEPARTMENTAL MATTERS**

**A) HUMAN RESOURCES – Nancy Selvage**

Adopt **RESOLUTION** to amend Fiscal Year 2017-2018 Job Classification Plan and Position Allocation for Jail Commander Job Description, Range 3075 for Sheriff Department #70330. **Roll call vote**

**B) PUBLIC WORKS – Robert Perreault**

Introduce and waive first reading of an **ORDINANCE** Amending Sections of Chapter 6 of Title 5 of the Plumas County Code Pertaining to Outdoor Festivals. **Roll call vote**

**C) PUBLIC HEALTH AGENCY – Andrew Woodruff**

1) Report and update on recent activities of Public Health  
2) Adopt **RESOLUTION** to accept and authorize the Acting Director of Public Health to sign Amendment for Standard Agreement from the California Department of Public Health, Emergency Preparedness Office from July 1, 2014 through June 30, 2018 in the amount of \$898,840. **Roll call vote**

**D) SOCIAL SERVICES – Elliott Smart**

Presentation of Social Services Trends report for quarter ending December 31, 2017

## **6. BOARD OF SUPERVISORS**

- A. Report and update on potential re-organization of Health & Human Services; discussion and possible direction
- B. Accept letter of resignation from Dony Sawchuk, Director of Facility Services, effective March 5, 2018; and authorize Human Resources to begin recruitment to fill the position; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- E. Appointments

### **PLUMAS COUNTY BOARDS, COMMISSIONS & COMMITTEES**

Appointment and/or re-appointment of members to Plumas County Boards, Commissions & Committees

### **GRIZZLY LAKE COMMUNITY SERVICES DISTRICT**

Appoint Trish Work to the Grizzly Lake Community Services District Board of Directors to form a quorum necessary to conduct business

## **1:00 P.M. – AFTERNOON SESSION**

### **7. TREASURER/TAX COLLECTOR – Julie White**

- A. Adopt **RESOLUTION** approving the Public Agencies Post-Employment Benefits Trust together with the attached "Adoption Agreement" and appoint the Plumas County Treasurer as the Plan Administrator.  
**Roll call vote**
- B. Approve and authorize the Chair to sign "Agreement for Administrative Services" between County of Plumas and Public Agencies Retirement Services (PARS); discussion and possible action

### **8. CLOSED SESSION**

#### **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Existing litigation - "Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest," Plumas Superior Court Case No. CV17-00152
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code §54956.9 (one case)
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

#### **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, February 20, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



# Office of the Sheriff

## Office of Emergency Services

1/11

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 29, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of February 13, 2018

**It is recommended that the Board:**

Adopt Resolution and authorize the Sheriff to sign the 2018-2019 Boating Safety and Enforcement Financial Aid Program Contract allowing the Sheriff's Office to participate in the Department of Boating & Waterways Financial Aid Program.

**Background and Discussion:**

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County.

The funding awarded in the annual contract for BS&E program costs for fiscal year 18/19 is a baseline allocation of \$132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of \$28,322.13. The total BS&E program budget for FY 18/19 is \$160,833.13.

This agreement shall be for the term beginning July 1, 2018 and ending June 30, 2019.

Resolution and contract have been reviewed by County Counsel.

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION #** \_\_\_\_\_

**WHEREAS**, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "THE PLUMAS COUNTY SHERIFF'S BOATING SAFETY AND ENFORCEMENT PROGRAM" FOR FY 2018-2019, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS.

**NOW, THEREFORE**, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO SIGN AND SUBMIT THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM CONTRACT ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE ANNUAL ACTIVITY REPORT. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN ALL QUARTERLY CLAIMS FOR REIMBURSEMENT. THE GRANT PROPOSALS AND ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED**, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM GUIDELINES.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON \_\_\_\_\_, 2018 BY THE FOLLOWING VOTE;

**AYES**;

**NOES**;

**ABSENT**;

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Jeff Engel, Chair

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk

Approved as to form:



1/23/18

Jeff Engel

Plumas County Counsel



## **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2018*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the **COUNTY OF PLUMAS**, hereinafter called "Agency";

### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2018-2019** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### **I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### **II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### **III. Payments**

- A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$132,511.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a    monthly **OR** X quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

#### **IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

#### **V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

##### ***TO DEPARTMENT***

Ms. Joanna Andrade  
Department of Parks and Recreation  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, CA 95814

##### ***TO AGENCY***

Plumas County Sheriff  
1400 E. Main Street  
Quincy, CA 95971

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

#### **VI. Term**

This agreement shall be for the term beginning **July 1, 2018**, and ending **June 30, 2019**.

#### **VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

#### **VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

#### **IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.



# Office of the Sheriff

## Office of Emergency Services

1A2

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** January 31, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood *(Signature)*

**RE:** Agenda Items for the meeting of February 13, 2018

**It is recommended that the Board:**

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Horton Tire Center in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 04/01/18 – 03/31/19. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH, INC. a corporation, doing business as Horton Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from April 1, 2018 through March 31, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

COUNTY INITIALS

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

COUNTY INITIALS

CONTRACTOR INITIALS

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Horton Tire Center  
116 E. Main Street  
Quincy, CA 95971  
Attention: Ron Horton

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. .

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

RSH, Inc.  
dba Horton Tire Center

By: \_\_\_\_\_  
Name: Ron Horton  
Title: President  
Date signed:

By: \_\_\_\_\_  
Name: Stephanie Horton  
Title: Vice President  
Date Signed:

**COUNTY:**

County of Plumas, a political subdivision of  
the State of California

By:   
Name: Greg Hagwood  
Title: Sheriff-Coroner  
Date signed:

By: \_\_\_\_\_  
Name:  
Title: Chair, Board of Supervisors  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

  
Date signed: 1/18/2018

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.



# Plumas County Public Health Agency

lc

Andrew Woodruff, MPH, Acting Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** February 1, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for February 13, 2018

**Item Description/Recommendation:** Approve and direct the Chair to sign the following service agreements related to the Ryan White Part B & PART C Programs for Fiscal Year 2018-2019.

Great Northern Services	PARTB1819GNC	\$61,119
Great Northern Services	PARTC1819GNC	\$23,600
Karuk Tribal Health Center	PARTC1819KARUK	\$21,010
Northeastern Rural Health Center	PARTC1819NRHC	\$16,000
Plumas District Hospital	PARTC1819PDH	\$20,000
Siskiyou County Health & Human Services	PARTC1819SCHH	\$10,000
Staszl, Michael	PARTC1819STASZEL	\$22,500

**History/Background:** As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. Plumas County Public Health Agency will continue to serve to our five county regions for the Ryan White Programs.

Ryan White Part B funds provide for the planning, development and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families within the five (5) county regions of Modoc, Lassen Plumas Siskiyou, and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with AIDS and reduce or avoid future HIV/AIDS health care costs.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

**Fiscal Impact:** There is no financial impact on the County General fund. The Ryan White PART B subcontracts are fully funded through the California Department of Public Health (CDPH). The

Ryan White PART C subcontracts are fully funded through the Health Resources and Service Administration (HRSA). The funding is included in the approved County Budgets as follows: Budget Units 70559 (HRSA) and 70560 (PH) line item 521900 (Professional Services).

These subcontracts have been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

for the February 13, 2017 meeting of the Plumas County Board of Supervisors

February 2, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize execution of Caltrans' Delegated Maintenance Agreement for functions pertaining to the routine cleaning of the box culvert associated with the Mill Creek Drainage as it passes underneath State Route 70 in East Quincy.

A handwritten signature in blue ink that reads "Robert Perreault" followed by a stylized "ID".

### Background:

Mill Creek in East Quincy passes through a box culvert underneath State Route 70 (East Main Street). Due to hydraulic design deficiencies, the box culvert requires regular maintenance when high flows deposit sediment and vegetative debris at the box culvert inlet, impeding the hydraulic function leading to flooding upstream. These flooding impacts adversely affect Public Works properties located along Mill Creek.

The above flooding impacts will be exacerbated by the 4,310 acre Minerva fire due to decreased ground cover, leading to increased erosion potential, and the transport of dead woody material into the Mill Creek drainage during storm water runoff.

While Caltrans is responsible for hydraulic maintenance of this box culvert, they are often unable to respond in a timely manner due to other highway safety commitments.

On September 18, 2017, Public Works staff met with Caltrans representatives at the Mill Creek box culvert to discuss the aforementioned issues. It was agreed at that time that Caltrans would undertake and support the following activities:

1. Caltrans will undertake a hydraulic study and plans to address the functionality of the box culvert with a goal of providing a solution prior to the 18/19 winter season.
2. Caltrans will delegate maintenance authority to the County of Plumas in order to facilitate a more timely response to removal of sediment and debris at the box culvert inlet.

A copy of Delegated Maintenance Agreement #02-MTC17-005, reviewed and approved by County Counsel, is attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors, and the Director of Public Works to execute the Delegated Maintenance Agreement #02-MTC17-005 for functions pertaining to the routine cleaning of the box culvert associated with the Mill Creek Drainage as it passes underneath State Route 70 in East Quincy.

**DELEGATED MAINTENANCE AGREEMENT  
FOR MAINTENANCE OF STATE HIGHWAY  
IN THE COUNTY OF PLUMAS**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of PLUMAS; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. The PARTIES desire to provide that COUNTY perform particular maintenance functions on the State highways within the COUNTY as authorized in Section 130 of the Streets and Highways Code.
2. This Agreement shall supersede any previous agreement or amendments thereof with the COUNTY for maintenance of the portion of the State Highways COUNTY as identified in Exhibit A which is attached and made a part of this agreement.
3. The COUNTY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit "A". The Exhibit may be subsequently modified upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. The functions and levels of maintenance service delegated to the COUNTY in the attached Exhibit "A", Delegation of Maintenance has been considered in setting authorized total dollar amounts. The COUNTY may perform additional work if desired, but the STATE will not reimburse the COUNTY for any work in excess of the authorized dollar limits established herein.

**NOW THEREFORE IT IS AGREED:**

**SECTION II**

**AGREEMENT**

1. The STATE will reimburse the COUNTY for the actual cost of all routine maintenance work performed by the COUNTY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as

shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

- 1.1. Upon written request by COUNTY the expenditure per route for routine maintenance work, as referred to in Exhibit "A", may be increased, decreased, redistributed between routes, or additional expenditures for specific projects may be made by STATE. However, such adjustments should be authorized in writing by the District Director or his authorized representative and accepted by in writing by COUNTY. Exhibit "A" need not be amended.
- 1.2. Additional expenditures or an adjustment of expenditures, once authorized shall apply only for the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as specified in Exhibit "A". An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
2. Exhibit "A" can be amended as necessary by written concurrence of PARTIES to reflect any future changes, deletion or additions or to ensure an equitable annual cost allocation.
3. The COUNTY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30<sup>th</sup> and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
4. The COUNTY will notify the STATE local area supervisor/superintendent prior to beginning any drainage facility repair work in the STATE right of way. Once work is completed the local area supervisor/superintendent will inspect and approve the completion of the work. The COUNTY will submit invoices that include cost of materials, equipment and labor of expenditures prior to payment by the STATE.
5. Maintenance services provided by contract or on a unit-rate basis with overhead ~~costs~~ included shall not have these above-mentioned charges added again. An actual handling charge by the COUNTY for the direct cost of processing this type of bill will be allowed.

## 6. LEGAL RELATIONS AND RESPONSIBILITIES

- 6.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- 6.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify,

and save harmless STATE and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

6.3. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify, and save harmless COUNTY and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

## 7. PREVAILING WAGES:

7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

7.2. Prevailing Wage Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

8. INSURANCE - COUNTY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

8.1. SELF-INSURED - COUNTY is self insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE

with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

- 8.2. **SELF-INSURED using Contractor** - If the work performed under this Agreement is done by CITY's/COUNTY's contractor(s), COUNTY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.
9. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by COUNTY.
10. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
11. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.
12. PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF PLUMAS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Jeff Engle  
Chair, Board of Supervisors

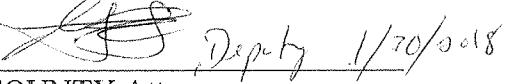
Initiated and Approved

MALCOLM DOUGHERTY  
Director of Transportation

By: \_\_\_\_\_  
Bob Perreault  
COUNTY Director Public Works

By: \_\_\_\_\_  
Donald L. Anderson  
Deputy District Director  
Maintenance District 2

ATTEST:

By:  1/20/2018  
COUNTY Attorney

**EXHIBIT "A"****DELEGATION OF MAINTENANCE**

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
70	0.01	<b>Mill Creek Drainage Post Mile 45.5</b>	C60050	\$10,000

**TOTAL AUTHORIZED EXPENDITURE: \$10,000**

**MAINTENANCE FUNCTION DESCRIPTION****C60050 DRAINAGE CLEANING**

This function provides for the routine cleaning of box culverts to restore hydraulic capacity and prevent erosion, obstructions, or blockages of flow from occurring.

Periodic inspections of the box culvert should be made. Sediment or debris that may lead to blockages of flow shall be removed prior to forecasted rain events.

STATE area Supervisor will contact COUNTY Director Public Works annually prior to the rainy season to schedule inspection of the box culvert. During this inspection PARTIES will mutually agree on required maintenance of the box culvert.

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## COUNTY SERVICE AREA # 12 PLUMAS COUNTY

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323

### AGENDA REQUEST

for the February 13, 2018 Meeting of the Governing Board of CSA #12

Date: February 5, 2018

To: Honorable Governing Board

From: Robert Perreault, Interim Executive  
Director of the Plumas County Transportation Commission



Subject: Approve and authorize the Chair to Execute Amendment No. 6 to the contract between Plumas Rural Services and CSA #12 for the operation of Plumas Transit Systems;  
Discussion and possible action.

### Background:

Plumas Transit is operated pursuant to a transit operations contract between CSA #12 and Plumas Rural Services (PRS).

The transit operations contract first became effective for the 3-year period that ended on June 30, 2016. Two (2) 1-year extensions have been previously granted for the periods ending on June 30, 2017 and June 30, 2018. A provision of the contract states that if the Contractor satisfies the performance requirements of the contract, CSA#12 and the contractor may extend the contract on a fiscal year to fiscal year basis until June 30, 2019, unless the County or Contractor notify the other party with 150 days written notice prior to July 1 of any year of the intent to terminate and/or re-negotiate this contract.

The Agreement may be extended if both parties agree in writing and only if FTA/Caltrans Division of Mass Transportation provides written concurrence for the contract extension. Contract extensions may occur if written notice is provided by the CONTRACTOR, COUNTY and FTA/Caltrans Division of Mass Transportation. Extensions will be limited to a term of one year and no more than three (3), one-year extensions shall be granted to the CONTRACTOR.

County staff for CSA #12, the Operator (Plumas Rural Services) and Caltrans Division of Mass Transportation all concur with Amendment No. 6 to extend the contract one (1) year from June 30, 2018 to June 30, 2019.

On January 22, 2018, the Plumas County Transportation Commission adopted a Minute Order, by a vote of 4-0, recommending that the CSA #12 Governing Board approve Amendment No. 6.

### Recommendation:

The Interim Executive Director of the Plumas County Transportation Commission respectfully recommends that the CSA #12 Governing Board approve Amendment No. 6 to the contract between Plumas Rural Services and CSA #12 for the operation of the Plumas Transit System, and authorize the Chair to execute Amendment No. 6 .

Attachments: Amendment No. 6 to the Operations Contract for Operation of Plumas Transit Systems

**AMENDMENT NO. 6**  
to the  
**CONTRACT FOR OPERATION**  
**OF PLUMAS TRANSIT**  
**SYSTEMS**

County Service Area #12  
Plumas Transit Systems  
Operations  
Contract

THIS AMENDMENT No. 6 is made and entered into this \_\_\_\_ day of February, 2018  
(Effective Date), by and between PLUMAS COUNTY SERVICE AREA #12 (CSA #12) and  
PLUMAS RURAL SERVICES (CONTRACTOR).

**WITNESSETH:**

A. WHEREAS, the CONTRACTOR has satisfactorily complied with the performance requirements outlined in the June 20, 2013 Operations Contract, and

B. WHEREAS, based on satisfactory compliance with performance requirements set for the June 20, 2013 Operations Contract by the CONTRACTOR, CSA #12 wishes to extend the contract term by one (1) year as permitted by the June 20, 2013 Operations Contract.

**NOW THEREFORE**, the parties agree to the following:

The June 20, 2013 Operations Contract by and between CSA #12 and CONTRACTOR is hereby amended as set forth below:

**TERM AND RENEWAL**

The term of June 20, 2013 Operations Contract by and between CSA #12 and the CONTRACTOR shall be extended to June 30, 2019.

**Other Contract Provisions.**

All other contract provisions set forth in the June 20, 2013 Operations Contract first referenced above shall remain unchanged.

[See Next Page for Signatures]

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**BECKWOURTH COMMUNITY SERVICE AREA**  
**c/o PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E.*      *County Engineer and Manager, BCSA*

**AGENDA REQUEST**

For the February 13, 2018 meeting of the BCSA Governing Board

February 5, 2018

To: BCSA Governing Board

From: Robert Perreault, BCSA Manager 

Subject: Consider Approval of Supplemental Budget Request to Increase Service Charges Revenue (Account 45250), Increase Special Department Expense (Account 524400) and Transfers (Account 580001) Line Items. Discussion and possible action. **(Four/Fifths Vote)**

**Background:**

On January 9, 2018, the Board of Supervisors approved a rate increase for Beckwourth CSA Service charges which will result in an increase of revenue. The existing FY 2017/18 adopted budget did not include the increase in revenue.

Accordingly, this Supplemental Budget Request increases revenue and expense account line items so that the Beckwourth CSA Department will have sufficient funds for expenses as needed.

The attached Supplemental Budget Transfer has been reviewed and approved by the County Auditor.

**Recommendation:**

The Beckwourth CSA Manager respectfully recommends that the BCSA Governing Board approve the attached Supplemental Budget Request to increase the Service Charges Revenue, Special Department Expense and Transfers line items.

Attachments: Signed Supplemental Budget Request Form, with January 9, 2018 Meeting Minutes and copy of November 20, 2017 Proposition 218 Public Notice Letter.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Beckwourth CSA      Dept. No: 26080      Date 1/30/2018

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF  
SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

**TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS**  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

**Supplemental budget requests require Auditor/Controller's signature**  
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Insufficient amount budgeted for Special Department expense due to prior year invoices

B) Additional fund balance due to sewer rate increase

C) Invoices are for the current (FY17/18) fiscal year

D) More revenue than anticipated due to recent sewer rate increase as approved by Board of Supervisors on January 9, 2018.

Approved by Department Signing Authority: *Daniel Fink*

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: *John Dill*

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



## **BOARD OF SUPERVISORS**

Michael Sanchez, 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, Chair 4<sup>th</sup> District  
Jeff Engel, Vice Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JANUARY 9, 2018**

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### **STANDING ORDERS**

11:00 A.M. **Play >> CALL TO ORDER/ROLL CALL**

**Present:** Supervisor Simpson, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Sanchez.

**Play >> PLEDGE OF ALLEGIANCE**

Supervisor Thrall leads the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None

**Play >> PUBLIC COMMENT OPPORTUNITY**

Pastor Tarleton offers a prayer.

Brian Gorham comments regarding cannabis issues.

Sharon Strecker comments regarding Round Valley Road in Greenville/South Main Street. Assessor Leonhardt comments regarding this matter.

Bill Coates comments regarding vehicle access on U.S. Forest Service land. Mr. Coates presents a letter to Supervisor Thrall.

Bill Coates comments on the cannabis moratorium and enforcement by the Sheriff.

**Play >> DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Roberta Allen, Auditor/Controller informs the Board of two employee retirements in her office.

## ACTION AGENDA

### **1. Play >> BOARD OF SUPERVISORS**

Selection of Chair and Vice Chair of the Board of Supervisors for 2018

**Motion:** Select Supervisor Engel as Chair and Supervisor Sanchez as Vice Chair of the Board of Supervisors for 2018, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall. Motion passed unanimously.

### **2. Play >> CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

**Motion:** Approve the following consent agenda matters as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

#### **A) ELECTIONS**

- 1) Certify Results of the UDEL Election conducted on November 7, 2017
- 2) Adopt **RESOLUTION No. 18-8300** authorizing the Plumas County Clerk-Recorder/Registrar of Voters to Conduct all Federal, State and Local Elections for 2018

#### **B) CLERK OF THE BOARD**

Approve Board minutes for November 2017

#### **C) PROBATION**

Approve and authorize the Chair to sign contract amendment between County of Plumas and Redwood Toxicology, not to exceed \$140,000, for drug testing Probation clients

#### **D) MUSEUM**

Authorize closure of the Plumas County Museum for the month of January 2018 for staff to catalog, file and store archives and artifacts

#### **E) PUBLIC HEALTH AGENCY**

- 1) Approve and direct the Chair to sign the following agreements:
  - i) Fiscal Experts, Inc., (PCPHA1718TSB) in the amount of \$18,000, to be ratified effective 7/1/17; and
  - ii) Plumas County Office of Education (SNAP1718PCOE) in the amount of \$10,000, to be ratified effective October 1, 2017; approved as to form by County Counsel
- 2) Approve and direct the Chair to sign Subcontract Number PHEP2018REMSA with Regional Emergency Medical Services Authority, not to exceed \$20,000, related to the Public Health Emergency Preparedness Program for Fiscal Year 2017-2018; approved as to form by County Counsel
- 3) Approve an Agreement between Plumas County Public Health Agency (PCPHA) and Tulare County Superintendent of Schools for the Betting On Our Future Program, and authorize the Acting Director of Public Health to sign as the Board's designee; approved as to form by County Counsel
- 4) Adopt **RESOLUTION No. 18-8301** to accept Standard Agreement Amendment Number 16-10305 A01 from the California Department of Public Health, Office of AIDS for Housing Opportunities for

Persons with AIDS (HOPWA), and authorize the Acting Director of Public Health to sign the Amendment as the Boards designee; approved as to form by County Counsel

- 5) Adopt **RESOLUTION No. 18-8302** to accept Grant Agreement Number 17-10713 from the California Department of Public Health for funding the Local Oral Health Program, and authorize the Acting Director of Public Health to sign as the board's designee; and approve and direct the Chair to sign the related subcontract #OHP2018ELLIS with Ellis Planning and Associates, not to exceed \$50,336; approved as to form by County Counsel
- 6) Authorize the Department of Public Health to recruit and fill a vacant, funded and allocated .625 FTE Assistant Cook position at the Portola Nutrition Site due to a promotion, effective October, 2017

**F) COUNTY COUNSEL**

Approve Subscription Agreement for online legal research services for County Counsel's Office, not to exceed \$465 per month; approved as to form by County Counsel

**G) SOCIAL SERVICES**

- 1) Authorize the Department of Social Services to recruit and fill an upcoming vacancy in the Eligibility Specialist Supervisor series following resignation of incumbent on March 1, 2018
- 2) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Social Worker I/II/III position
- 3) Play >> Ratify Agreement between County of Plumas and Mornewa Shepell BDA, Limited, not to exceed \$3,000, for drug testing services; and authorize the Department to execute extensions of the agreement. This matter is removed from the consent agenda to allow for discussion.

Following discussion, **Motion:** Ratify Agreement between County of Plumas and Mornewa Shepell BDA, Limited, not to exceed \$3,000, for drug testing services; and authorize the Department to execute extensions of the agreement, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Sanchez.

Motion passed unanimously.

**H) SHERIFF**

- 1) Approve service agreement with PG&E; and authorize the Auditor/Controller to pay claim of \$12,587.95 for Radio Hill project
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and Levi Pence, dba Hi-Tech Frame and Finish, not to exceed \$45,000, for Sheriff's vehicle repairs; approved as to form by County Counsel
- 3) Approve and authorize the Sheriff to sign contract between County of Plumas and Department of Justice (DOJ) Bureau of Criminal Identification & Information, not to exceed \$25,000, for fingerprint images and related information; approved as to form by County Counsel

**I) COUNTY OFFICE OF EDUCATION**

Plumas Early Education and Child Care Council: Approve and authorize the Chair to sign Certification Statement of Local Planning Council Membership for 2018

**J) AUDITOR/CONTROLLER**

Authorize the Auditor/Controller to fill vacant funded and allocated 1.0 FTE Accountant position, created by retirement

**K) BEHAVIORAL HEALTH**

- 1) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 2.0 FTE Behavioral Health Case Management Specialist I/II/Senior; 1.0 FTE Administrative Assistant I/II; 1.0 FTE Behavioral Health Site Coordinator; and 1.0 FTE Behavioral Health Support Services Tech I/II
- 2) Approve and authorize the Chair to sign Memorandum of Understanding with California Health and Wellness Plan for participation in the Whole Person Care Pilot Program; approved as to form by County Counsel

- 3) Approve and authorize the Chair to sign Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. for participation in the Whole Person Care Pilot Program; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign Standard Agreement with the California Department of Health Care Services for providing Community Mental Health Services; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign Standard Agreement with the California Department of Health Care Services for providing Substance Abuse Prevention and Treatment Services; approved as to form by County Counsel
- 6) Approve and authorize the Chair to sign an Addendum to existing Memorandum of Understanding with California Health and Wellness Plan; approved as to form by County Counsel

**L) PUBLIC WORKS**

- 1) Authorize Public Works/Road Department to recruit and fill vacant, funded and allocated 1.0 FTE Lead Maintenance Worker position in the La Porte Maintenance District
- 2) Authorize Execution of a Professional Services Agreement, not to exceed \$1,200, between the County of Plumas and Plumas Corporation for performance of a Sierra Nevada yellow-legged frog survey associated with the "Lindan Channel" flood control maintenance project; approved as to form by County Counsel

**3. DEPARTMENTAL MATTERS**

A) 11:00 A.M. – Play >> BECKWOURTH COUNTY SERVICE AREA – Robert Perreault

- 1) Play >> Staff report on the proposed Sewer Rate Increase
- 2) Play >> PUBLIC HEARING: Conduct Public Hearing as required by Proposition 218 for proposed Sewer Rate Increase

The Chair opens the public hearing. Various members of the public comment opposed to the proposed increase and include Pete Hackbush; Denise Downs; Gary Parkay. There being no further public comment, the hearing is closed.

3) Play >> Adopt **RESOLUTION** Revising Beckwourth CSA Sewer Rates. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 18-8303** Revising Beckwourth CSA Sewer Rates, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

**Play >> PUBLIC WORKS – Robert Perreault**

4) Adopt **ORDINANCE**, first introduced on November 14, 2017, Amending Sections of Chapter 3 of Title 4 of the Plumas County Code Concerning Parking on Bucks Lake Road. **Roll call vote**

**Motion:** Adopt **ORDINANCE No. 18-1109**, first introduced on November 14, 2017, Amending Sections of Chapter 3 of Title 4 of the Plumas County Code Concerning Parking on Bucks Lake Road, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

**B) Play >> ENGINEERING – Robert Perreault**

Supervisor Engel leaves the Boardroom due to a conflict of interest. Vice Chair Sanchez takes the seat as Chair.

Graeagle Unit 9 Subdivision (APN 130-050-013):

1) Accept new drainage easement as presented; discussion and possible action

**Motion:** Accept new drainage easement as presented, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Goss.

Motion passed unanimously.

2) Adopt **RESOLUTION** to accept Constructed Roadways within the Subdivision into the Plumas County List of Maintained Mileage Roadways. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 18-8304** to accept Constructed Roadways within the Subdivision into the Plumas County List of Maintained Mileage Roadways, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Goss, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

3) Authorize the County Engineer to Release all Guarantee Funds associated with the Graeagle Unit 9 Subdivision; discussion and possible action

**Motion:** Authorize the County Engineer to Release all Guarantee Funds associated with the Graeagle Unit 9 Subdivision, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson. Motion passed unanimously.

C) Play >> SHERIFF – Greg Hagwood

Authorize the Sheriff to purchase three 2018 Ford F150 patrol vehicles, not to exceed \$115,373.31, approved in the FY 2017-2018 budget; discussion and possible action

**Motion:** Authorize the Sheriff to purchase three 2018 Ford F150 patrol vehicles, not to exceed \$115,373.31, approved in the FY 2017-2018 budget, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

D) Play >> PUBLIC HEALTH AGENCY – Andrew Woodruff

Authorize the Acting Public Health Director to make budgeted fixed asset purchases of two vehicles, not to exceed \$50,000, and authorize the Chair to sign related documents and contracts; discussion and possible action

**Motion:** Authorize the Acting Public Health Director to make budgeted fixed asset purchases of two vehicles, not to exceed \$50,000, and authorize the Chair to sign related documents and contracts, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Sanchez. Motion passed unanimously.

E) Play >> HUMAN RESOURCES – Nancy Selvage

1) Adopt **RESOLUTION** to amend Job Classifications for District Attorney Investigations Specialist, Range 2396; District Attorney Investigations Assistant, Range 1920; and amend FY 2017-2018 Position Allocation for District Attorney Department 70301. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 18-8305** to amend Job Classifications for District Attorney Investigations Specialist, Range 2396; District Attorney Investigations Assistant, Range 1920; and amend FY 2017-2018 Position Allocation for District Attorney Department 70301, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor Engel, Supervisor Goss, Supervisor Sanchez, Supervisor Simpson, Supervisor Thrall.

2) Adopt **RESOLUTION** amending the Position Allocation for Planning Department 20490 and Geographical Information Systems (GIS) 20510 (changing the Job Classification from GIS Planner II to GIS Coordinator; and Senior Planner to Assistant Planning Director). **Roll call vote**

**This matter is continued to January 16, 2018.**

**4. Play >> BOARD OF SUPERVISORS**

A. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Lindsay Fuchs, County Librarian, effective January 9, 2018

**Motion:** Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Lindsay Fuchs, County Librarian, effective January 9, 2018, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Sanchez.  
Motion passed unanimously.

B. Declare Chester Fire Station as Safe Surrender Site for a baby; discussion and possible action

**Motion:** Declare Chester Fire Station as Safe Surrender Site for a baby, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.  
Motion passed unanimously.

**C. CORRESPONDENCE**

Code Enforcement regarding Cannabis Moratorium

**D. INFORMATIONAL ANNOUNCEMENTS**

None

**E. APPOINTMENTS**

**RURAL COUNTY REPRESENTATIVE OF CALIFORNIA (RCRC)**

**Motion:** Select Supervisor Goss as Delegate and Supervisor Sanchez as Alternate, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Simpson.  
Motion passed unanimously.

- Select 2018 Delegate and Alternate for the RCRC Board of Directors
- Select 2018 Delegate and Alternate for the Golden State Finance Authority Board of Directors

**Motion:** Select Supervisor Goss as Delegate and Robert Perreault as Alternate, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Thrall.  
Motion passed unanimously.

- Select 2018 Delegate and Alternate for the Rural Counties Environmental Services Joint Powers Authority (ESJPA)

**FIRST 5 PLUMAS**

Appoint Kendrah Fredricksen to the First 5 Plumas County Children & Families Commission, as recommended

**Motion:** Appoint Kendrah Fredricksen to the First 5 Plumas County Children & Families Commission, as recommended, **Action:** Approve, **Moved by** Supervisor Simpson, **Seconded by** Supervisor Thrall.  
Motion passed unanimously.

**5. CLOSED SESSION**

## PROPOSITION 218 PUBLIC NOTICE

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### NOTICE OF PROPOSED SEWER RATE INCREASE

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November 20, 2017

This notice is to advise that the Beckwourth Community Service Area (BCSA) Governing Board intends to adopt a new sewer rate schedule. The purpose of the new rate schedule is to properly fund the activities of the District and to repay debt which the District incurred from the County General Fund

**A Public Hearing will be held by the Beckwourth CSA Governing Board on Tuesday, January 9, 2018 at 11:00 AM**

**The Public Hearing will be conducted at the Plumas County Courthouse at 520 Main Street, Room 308, Quincy, CA.**

The purpose of the Public Hearing will be to consider public comments on the rate increase. All ratepayers are invited to attend the Public Hearing and present written and/or oral comments related to the proposed rate increase.

The following information is provided to inform ratepayers of the pertinent facts related to the proposed rate increase and about the process of raising rates.

#### **CURRENT RATES AND FINANCIAL CONDITIONS**

The current rate for sewer service in the BCSA is \$4.25 per month per single family home, \$11 per month for government and commercial, \$6 per month for gas station or garage, and \$1 per month per trailer park space. This rate has not been raised since inception in 1983 and is not generating sufficient income to satisfy District expenses, pay District debts, or adequately maintain District facilities.

#### **WHY RATES MUST BE RAISED**

The District is not currently collecting enough funds to satisfy its obligations. For the District to be eligible to apply for grant funding for replacement of the sewer pump station, the District must raise its sewer rates sufficient to repay the existing loan from the County General Fund, meet its other financial obligations, and maintain the sewer system into the future.

The proposed increase in sewer rates will result in the following advantages:

- Qualify the District for State grants,
- Restore a sustainable financial base for regular District operations.

### **2017 RATE STUDY**

In March 2017, work began on a Rate Study for the District. The Rate Study was prepared by Rural Community Assistance Corporation (RCAC) with input from the County Engineer and staff. RCAC services were provided to the District at the request of the California State Water Resources Control Board.

The Rate Study Team considered four general financial categories:

- Income to the District
- Expenses and financial obligations of the District
- Operating Budgets
- Reserve Funds

The following paragraphs summarize each of these categories.

Income to the District relies on a combination of property tax and sewer fee based revenue. Current sewer fees have not been updated since 1983 and the property tax revenue has remained a constant percentage of the 1% tax.

Expenses and Financial Obligations of the District include items such as labor and benefits for employees, consulting fees, permitting fees, rental expenses, office expenses, and debt payments on existing and future loans. Generally, expenses were projected by using the actual historical figures and increasing them 2% per year to account for inflation, and reasonable assumptions were introduced where indicated.

Operating Budgets were projected to allow District employees to adequately maintain the significant assets and infrastructure that are currently owned by the District. This includes items such as regular maintenance of pumps and motors, cleaning buried pipelines, servicing treatment plant equipment, etc. Because so much of the equipment in a sewer system operates in a harsh environment, it requires regular and thorough maintenance to maximize its life and minimize total costs to ratepayers.

Reserve Funds are designated for specific needs. Reserve accounts are required to be set aside for specific needs and can only be used for those needs. In addition, the District has followed recommended operating practice by planning to reserve funds for operating and capital improvements and capitol contingencies.

## PROPOSED RATE SCHEDULE

**It is proposed that the cost of sewer service be set at \$44.50 per month, per single family home.**

The following table illustrates the effect of the proposed change:

<b>Sewer Service Class Type</b>	<b>Proposed New Sewer Service Charge</b>
Residential	\$44.50/mo
Motel/	\$13.92/mo
Trailer Park	Per space
Commercial/	\$44.50 to
Multiple Use/	\$133.50/mo
Government	Based on EDU's

The cost of sewer service for commercial/multi-use is based on the number of EDU's assessed. The assessed EDU's are listed in the Rate Study, Exhibit 4. The Engineer's Report, including rate study and income study, is available on the County Website. A hard copy of the Engineer's Report is also available for viewing at the Department of Public Works Headquarters Building at 1834 East Main Street, East Quincy, CA, the Office of the County Engineer at 555 WestMain Street, Quincy, CA, and the Clerk of the Board of Supervisors office at 520 West Main Street, Courthouse Room 309, Quincy, CA.

The new rate is proposed to go into effect upon adoption and remain indefinitely.

## RATE INCREASE PROCEDURE

The process of raising rates is controlled by the provisions of the California Constitution, Article XIII, Section 6, Subdivisions (a) and (c), enacted by Proposition 218 in 1996. In summary, the process of raising sewer rates is as follows:

- The Governing Board commissioned a Rate Study to determine the recommended rate that should be charged to meet District financial obligations.
- November 14, 2017 – the Rate Study team presented the Median Household Income Study, Rate Study, and Engineers Report to the Governing Board and to the public. The purpose of this meeting was to educate all interested parties on the financial status of the District and present notice of proposed rate increase. The Board voted to continue the process of raising rates and directed the District staff to mail this Notice to all property owners within the District. This written notice is a requirement of Proposition 218.

- January 9, 2018 – The Board will hold a Public Hearing to receive written protests and consider adopting new sewer rates. According to the requirements of Proposition 218, this Public Hearing may be held no sooner than 45 days following mailing of a written notice to all property owners. If a majority protest does not occur, the Board may vote to adopt the new rate schedule at the January 9, 2018 meeting.

#### **PROTEST PROCEDURE**

Ratepayers wishing to protest the proposed rate increase must do so in writing. Letters may be mailed to the BCSA office at: 555 West Main Street, Quincy, CA 95971 or letters may be submitted in person in person at the January 9, 2018 Public Hearing, so long as written protests are received prior to the start of the Public Hearing.

All protests must include the following minimum information:

- The property owners signature and date;
- The property owners name printed or typed under the signature;
- The address or parcel number of the property;
- A written statement that the author of the protest letter is the owner of the property;
- A written statement that the letter constitutes a protest to the proposed sewer rate increase.

If the District receives written protests from a majority of property owners, it cannot adopt the proposed rates.

In the event that a majority protest does not occur, following the Public Hearing, the BCSA Governing Board is expected to vote on adopting the new rate schedule.

Adoption of a new rate schedule may not occur at the January 9 Board Meeting if time is needed to verify and count letters of protest.

#### **QUESTIONS**

Questions can be directed to Rob Thorman, Associate Engineer, at (530) 283-6495 or to Bob Perreault, County Engineer, at (530) 283-6268.

Respectfully submitted,

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Robert A. Perreault, Jr., P.E.  
County Engineer, and  
Manager, Beckwourth CSA

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)

5A



**DATE:** January 26, 2018

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
FEBRUARY 13, 2018  
RE: APPROVE RESOLUTION TO AMEND THE JOB  
CLASSIFICATION FOR JAIL COMMANDER AND WAGE  
RANGE 3075

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### **IT IS RECOMMENDED THAT THE BOARD:**

Approve Resolution to amend Jail Commander job classification and wage range of for  
Fiscal Year 2017/2018.

### **BACKGROUND AND DISCUSSIONS**

The Under Sheriff, Dean Canalia, approached Human Resources requesting assistance  
with updating their Jail Commander job classification and wage range to meet the current  
needs of the Sheriff departments organizational structure.

The updated job classification will provide the organizational re-alignment to include the  
supervision of Court Sergeant, who is responsible for supervising Court security positions  
assigned to provide security services located in two locations, Court House and County  
Annex locations.

The obligation of the meet and confer with the Plumas County Sheriff's Employee  
Association has been completed and there are no issues with the re-classification for the  
Jail Commander.

I recommend that the Board adopt the attached Resolution for the Jail Commander job  
classification and wage range of 3075.

Attachments:

Exhibit A:

Jail Commander job classification

Mark-up of current Jail Commander/Sheriff Sergeant job classification

Exhibit B:

Organizational Chart

Five Year Projected Expenses

RESOLUTION NO. 2018- \_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION PLAN  
AND POSITION ALLOCATION FOR JAIL COMMANDER JOB DESCRIPTION,  
RANGE 3075 FOR SHERIFF DEPARTMENT #70330**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, this position are necessary in the daily operational needs of the Sheriff Department #70330; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation for Jail Commander range - 3075; and

**WHEREAS**, Plumas County has met the meet and confer obligations for this position with Plumas County Sheriff's Employee Association; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

Approve the amendments to the Fiscal Year 2017/2018 Job Classification Plan for the following position:

<b><u>Sheriff Department #70330</u></b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Jail Commander/Sheriff Sergeant, range – 2857	1.00	0.00
Jail Commander, range – 3075	0.00	1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 13<sup>th</sup> day of February, 2018 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

---

Chair, Board of Supervisors

# Exhibit A

PLUMAS COUNTY

REVISED: 1/2018

## **JAIL COMMANDER**

### **DEFINITION**

Under general direction, serve as the Jail Commander with responsibility for the supervision and management of the County Correctional Facility, serves as training coordinator, to the Correctional Division; and to do related work as required. In addition to the Jail Commander duties this position is also under general direction, to provide supervision and training for an assigned shift or unit of Deputy Sheriffs assigned to Courts and related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a management and supervisory classification for the position, which has a day-to-day responsibility for the County Correctional Facility.

### **REPORTS TO**

Under Sheriff

### **CLASSIFICATIONS SUPERVISED**

Correctional Sergeant, Court Sergeant and Deputy Sheriff I and II

## JAIL COMMANDER -2

### **EXAMPLES OF DUTIES**

- Direct, oversees and participates in the development of the correctional division's work flow plan which includes mandatory shift and additional duty assignments.
- Ensures that inmates are properly classified and transported to pose the least threat to the public, staff, other inmates and themselves.
- Reviews and approves accelerated releases due to overcrowding.
- Reviews all incident reports, inmate grievances and use of safety cells for self-abusive inmates.
- Completes annual performance evaluation and monthly assessments of Court Sergeant and Correctional Sergeants in accordance with established standards.
- Ensures timely completion of all required evaluations for all staff.
- Over sees all disciplinary actions taken to ensure compliance with policy and equitable treatment of inmates.
- Serves as a member of qualifications appraisal and promotional boards.
- Assigns special work activities.
- Selects and trains personnel to meet specific duty assignments.
- Review work products, methods, and procedures.
- Manages the career progression, development, education and evaluation of all assigned jail and Court staff.
- Functions as primary trainer responsible for the mid-management and project coordination within the Jail Training Officer Program.
- Develops a formal, standardized training program and accompanying manual for the usage of jail training officers during the period of on-the-job training for new hires.
- Ensures that each officer meets Board of Corrections Standards and Training for Corrections mandates for required hourly annual training for all affected staff.
- Completes all required reports including STC quarterly reports, annual training plan, and annual fiscal report.
- Coordinates all logistics of mandated training including sites, per diem, reservations, rental, materials and required equipment supplies.
- Insures that all divisions' staff receive training and remain in compliance with dictates of the Federal Consent Decree as to staffing, laundry, grievance, and program schedules.
- Makes necessary changes and adaptations to program schedules and policy within the division while ensuring full compliance to mandated notification deadlines to those individuals (attorneys) appointed in the Federal Consent Decree as compliance officers.
- Take action to increase inmate programming services through grant contact with community college, local, state and federally funded agencies.
- Enhances inmate library through the selection and purchase of new reading material to meet the spiritual, educational and entertainment needs of those incarcerated.
- Participates in budget preparation and administration.
- Reviews cost estimates prepared for budget recommendations.
- Reviews justifications submitted for jail operations and make recommendations to the Under Sheriff.

## JAIL COMMANDER - 3

### **EXAMPLES OF DUTIES CONTIUED**

- Supervises the work of Court-assigned shift or unit of Deputy Sheriffs and law enforcement support staff.
- Provides training and work evaluations for assigned personnel.
- Ensures that staff assignments are conducted in accordance with departmental rules and regulations.
- Ensures proper use of Department equipment.
- Assists with calls for the protection of life and property.
- Enforcement of local and State laws.
- Supervises and assists with conducting preliminary investigations of crimes; interviews victims, complainants, and witnesses.
- Cooperates with other law enforcement agencies in the apprehension of criminals and suspects.
- May establish and maintain record and identification systems.
- May search, collect and preserve evidence from crime scenes.
- Locate suspects, makes arrests and searches for and seizes criminal evidence.
- Interrogates suspects.
- Prepares evidence and reports of investigations and arrests.
- Conducts research and assists with drafting departmental policies and procedures.
- May coordinate and oversee Deputy Coroner functions; may investigate deaths and prepare follow-up reports.
- May be responsible for special enforcement programs such as Special Weapons and Tactics.
- Performs the full scope of professional law enforcement work as needed.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, detention facility, courtroom and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

## **DESIRABLE QUALIFICATIONS**

### **Knowledge of:**

- California Code of Regulations Title 15.
- Procedures, methods, and techniques in jail operations and law enforcement records and reports.
- Procedures and methods and techniques in Court.
- First aide principles and practices.
- Principles and procedures of record keeping and reporting.
- Department general orders, policy and ethics, County Personnel Rules and the department's current Memorandum of Understanding (MOU), along with all other pertinent Federal, State, and local laws, codes and regulations.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.
- Use and care of Department-authorized firearms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Principles of supervision, training, and work evaluation.

### **Ability to**

- Plan, organize, supervise, train, and evaluate the work of an assigned group or unit of employees.
- Perform a wide variety of professional law enforcement work.
- Perform specialized law enforcement assignments.
- Understand and interpret laws and regulations relating to arrest, rules of evidence, and the apprehension, retention and treatment of prisoners and juveniles.
- Secure information from witnesses and suspects.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.
- Write clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.

JAIL COMMANDER -5

**Ability to - continued**

- Demonstrate technical and tactical proficiency in the use and care of firearms.
- Operate a motor vehicle under unusual and critical conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work.

**Training and Experience:**

Experience: Five (5) years of experience in professional law enforcement work comparable to that of a Deputy Sheriff in Plumas County. An incumbent must have no felony convictions.

Completion of advanced educational training in criminology, criminal justice, and law enforcement is desirable.

**Special Requirements:**

Must complete California Peace Officer Standards and Training Commissions (P.O.S.T.) course within eight (8) months of appointment.

Possession of a Basic and Intermediate Post Certificates issued by the California Peace Officer Standards and Training Commission (P.O.S.T.).

Must complete P.O.S.T. Management Course for Law Enforcement with eighteen months after appointment.

Possession of First Aid and CPR certificates.

Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100 – 3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work-related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY

REVISED: 1/2018

## JAIL COMMANDER

### DEFINITION

Under general direction, serve as the Jail Commander with responsibility for the supervision and management of the County Correctional Facility, serves as training coordinator, to the Correctional Division; and to do related work as required. In addition to the Jail Commander duties this position is also under general direction, to provide supervision and training for an assigned shift or unit of Deputy Sheriffs assigned to Courts, and related work as required.

### DISTINGUISHING CHARACTERISTICS

This is a management and supervisory classification for the position, which has a day-to-day responsibility for the County Correctional Facility.

### REPORTS TO

Under Sheriff.

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**Deleted:** and other personnel; performs law enforcement and crime prevention work by patrolling, answering calls and complaints; investigates incidents and performs identification work; performs full scope of professional law enforcement and deputy coroner functions;

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### CLASSIFICATIONS SUPERVISED

Correctional Sergeant, Court Sergeant and Deputy Sheriff I and II

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### EXAMPLES OF DUTIES

- Direct, oversees and participates in the development of the correctional division's work flow plan which includes mandatory shift and additional duty assignments.
- Ensures that inmates are properly classified and transported to pose the least threat to the public, staff, other inmates and themselves.
- Reviews and approves accelerated releases due to overcrowding.
- Reviews all incident reports, inmate grievances and use of safety cells for self-abusive inmates.
- Completes annual performance evaluation and monthly assessments of Court Sergeant and Correctional Sergeants in accordance with established standards.
- Ensures timely completion of all required evaluations for all staff.
- Over sees all disciplinary actions taken to ensure compliance with policy and equitable treatment of inmates.
- Serves as a member of qualifications appraisal and promotional boards.
- Assigns special work activities.
- Selects and trains personnel to meet specific duty assignments.
- Review work products, methods, and procedures.
- Manages the career progression, development, education and evaluation of all assigned jail and Court staff.
- Functions as primary trainer responsible for the mid-management and project coordination within the Jail Training Officer Program.
- Develops a formal, standardized training program and accompanying manual for the usage of jail training officers during the period of on-the-job training for new hires.
- Ensures that each officer meets Board of Corrections Standards and Training for Corrections mandates for required hourly annual training for all affected staff.
- Completes all required reports including STC quarterly reports, annual training plan, and annual fiscal report.
- Coordinates all logistics of mandated training including sites, per diem, reservations, rental, materials and required equipment supplies.
- Insures that all divisions' staff receive training and remain in compliance with dictates of the Federal Consent Decree as to staffing, laundry, grievance, and program schedules.
- Makes necessary changes and adaptations to program schedules and policy within the division while ensuring full compliance to mandated notification deadlines to those individuals (attorneys) appointed in the Federal Consent Decree as compliance officers.
- division while insuring full compliance to mandated notification deadlines to those

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- individuals (attorneys) appointed in the Federal Consent Decree as compliance officers.

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#### **EXAMPLES OF DUTIES CONTINUED**

- Take action to increase inmate programming services through grant contact with community college, local, state and federally funded agencies.
- Enhances inmate library through the selection and purchase of new reading material to meet the spiritual, educational and entertainment needs of those incarcerated.
- Participates in budget preparation and administration.
- Reviews cost estimates prepared for budget recommendations.
- Reviews justifications submitted for jail operations and make recommendations to the Under Sheriff.
- Supervises the work of Court-assigned shift or unit of Deputy Sheriffs and law enforcement support staff.
- Provides training and work evaluations for assigned personnel.
- Ensures that staff assignments are conducted in accordance with departmental rules and regulations.
- Ensures proper use of Department equipment.
- Assists with calls for the protection of life and property.
- Enforcement of local and State laws.
- Supervises and assists with conducting preliminary investigations of crimes; interviews victims, complainants, and witnesses.
- Cooperates with other law enforcement agencies in the apprehension of criminals and suspects.
- May establish and maintain record and identification systems.
- May search, collect and preserve evidence from crime scenes.
- Locate suspects, makes arrests and searches for and seizes criminal evidence.
- Interrogates suspects.
- Prepares evidence and reports of investigations and arrests.

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Deleted: meet the spiritual, educational, and entertainment needs of those incarcerated.

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Deleted: support staff.  
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#### **Example of Duties as Sheriff Sergeant**

- Conducts research and assists with drafting departmental policies and procedures.
- May coordinate and oversee Deputy Coroner functions; may investigate deaths and prepare follow-up reports.
- May be responsible for special enforcement programs such as Special Weapons and Tactics.
- Performs the full scope of professional law enforcement work as needed.

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#### **TYPICAL PHYSICAL REQUIREMENTS**

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Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

#### **TYPICAL WORKING CONDITIONS**

Work is performed in office, detention facility, courtroom and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

#### **DESIRABLE QUALIFICATIONS**

##### **Knowledge of:**

- California Code of Regulations Title 15.
- Procedures, methods, and techniques in jail operations and law enforcement records and reports.
- Procedures and methods and techniques in Court.
- First aide principles and practices.
- Principles and procedures of record keeping and reporting.
- Department general orders, policy and ethics, County Personnel Rules and the department's current Memorandum of Understanding (MOU), along with all other pertinent Federal, State, and local laws, codes and regulations.
- 

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- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.

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#### Knowledge of continued:

- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.
- Use and care of Department-authorized firearms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Principles of supervision, training, and work evaluation.

#### Ability to

- Plan, organize, supervise, train, and evaluate the work of an assigned group or unit of employees.
- Perform a wide variety of professional law enforcement work.
- Perform specialized law enforcement assignments.
- Understand and interpret laws and regulations relating to arrest, rules of evidence, and the apprehension, retention and treatment of prisoners and juveniles.
- Secure information from witnesses and suspects.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.
- Write clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.
- Demonstrate technical and tactical proficiency in the use and care of firearms.
- Operate a motor vehicle under unusual and critical conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.

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- Establish and maintain cooperative relationship with those contacted during the course of work.
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#### Training and Experience:

Experience: Five (5) years of experience in professional law enforcement work comparable to that of a Deputy Sheriff in Plumas County. An incumbent must have no felony convictions.

Completion of advanced educational training in criminology, criminal justice, and law enforcement is desirable.

#### Special Requirements:

Must complete California Peace Officer Standards and Training Commissions (P.O.S.T.) course within eight (8) months of appointment.

Possession of a Basic and Intermediate Post Certificates issued by the California Peace Officer Standards and Training Commission (P.O.S.T.)

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Possession of First Aid and CPR certificates.

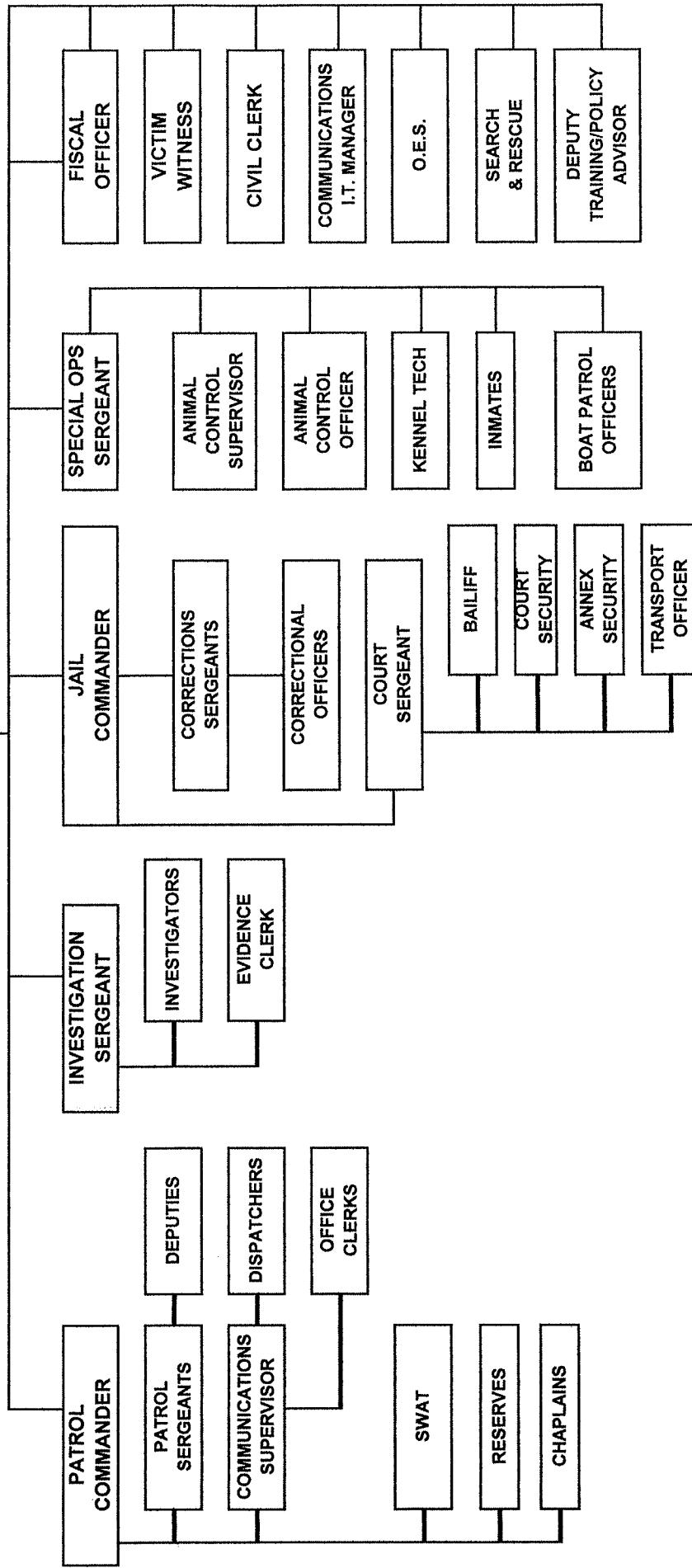
Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100 – 3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work-related training as assigned, and to return to work as ordered in the event of an emergency.

# SHERIFF

## UNDERSHERIFF

# Exhibit B



## Jail Commander

15

Jail Commander/Sheriff Sergeant - 2857  
Jail Commander wage - 3075

Prepared 02/02/2018

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



## AGENDA REQUEST

for the February 13, 2013 Meeting of the Plumas County Board of Supervisors

Date: February 5, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Introduce and Waive the First Reading of a proposed Ordinance Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals. Discussion and possible action.

A handwritten signature in blue ink that reads "Robert Perreault".

### Background:

Ordinance No. 15-1096 and Ordinance 16-1100, Outdoor Festival Ordinance, adopted on January 6, 2015 and February 16, 2016, respectively, have been codified in the Plumas County Code as Title 5, "Public Welfare," Chapter 6, "Outdoor Festivals."

Prior to 2015, the Outdoor Festival Ordinance, then in place, proved to be less than "user-friendly" for the several Departments having a stakeholder interest in the issuance of an Outdoor Festival Permit as well as applicants. As a result, constituents of the County that were impacted by County-permitted festival events often appeared before the Board of Supervisors, post event, to discuss various concerns. Accordingly, during 2014, various County department staff was assembled at the direction of the Board of Supervisors to consider and propose revisions to the then existing Outdoor Festival Ordinance. The end product of the 2014 committee activity was the revised Outdoor Festival Ordinance, as adopted by the Board of Supervisors on January 6, 2015.

At the time of the determination in 2014 as to which department would be designated to administer the proposed revised ordinance, the Director of Public Works (recognizing that development of a new permit application form was needed as well as creating a specific coordination procedure involving all stakeholder County departments) offered to administer the revised ordinance on a short-term basis, until such time that the new form and procedures were developed and implemented.

The Department of Public Works has been responsible for administration of the Outdoor Festival Ordinance since the passage of a revised ordinance in January 2015. Soon after enactment of the revised Ordinance in 2015, Public Works staff developed an Outdoor Festival Permit application form and established a detailed processing protocol. Jim Graham has been the Lead in the administration of permit applications since then.

Agenda Request for Board of Supervisors Consideration on February 13, 2018

Introduction and Waiving of the First Reading of a Proposed Ordinance Amending portions of the Plumas County Code pertaining to Outdoor Festivals

February 5, 2018

Page 2

In conjunction with the revised ordinance adopted in 2015 and the new application and processing protocol, Outdoor Festival Permits have been issued by the Board of Supervisors after a more thorough review process among County departments, thus resulting in festival events that better satisfy the needs of the constituents of the County, the various County departments and the event applicants.

The proposed Amendment revises two sections of the existing County Code pertaining to Outdoor Festivals in regard to administration responsibilities by re-designating responsibility from Public Works to Planning. Section 5-6.01.2 changes the definition of "Director" from the Director of Public Works to the Plumas County Planning Director, and Section 5-6.12 changes the phrase "Director of Public Works" to "Director"

The attached Notice of Exemption has been prepared for this project in compliance with CEQA.

The proposed Ordinance amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals, has been reviewed and approved as to form by County Counsel.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors Introduce and Waive the First Reading of a proposed Ordinance Amending Sections of Chapter 6 of Title 5 of the Plumas County Code, pertaining to Outdoor Festivals and to schedule a Public Hearing to be conducted on February 20, 2018.

Attachments:

Ordinance amending sections of the Plumas County Code pertaining to Outdoor Festivals

Redline edits reflecting revisions set forth in Proposed Amendment

Notice of Exemption

ORDINANCE NO. 18 - \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTIONS OF CHAPTER 6 OF TITLE 5 OF THE PLUMAS COUNTY  
CODE CONCERNING OUTDOOR FESTIVALS.**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Section 5-6.01.2 of Chapter 6. Outdoor Festivals, of Title 5 of the Plumas County Code is hereby amended in its entirety to read as follows:

**Sec. 5-6.01.2 Director defined.**

For the purpose of this chapter, "Director" shall mean the Plumas County Planning Director.

Section 2. Section 5-6.12 of Chapter 6. Outdoor Festivals, of Title 5 of the Plumas County Code is hereby amended in its entirety to read as follows:

**Sec. 5-6.12. Alcoholic Beverage Permits.**

No later than five (5) business days before the beginning of the event, if alcoholic beverages will be served at the event, the promoter will provide a copy of the appropriate permit issued by the Department of Alcoholic Beverage Control to the Director. The Sheriff or Director may suspend operations and close any outdoor festival in the event that alcoholic beverages are served without the appropriate permit issued by the Department of Alcoholic Beverage Control.

Section 3. Sections 1 and 2 of this ordinance, which amend the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 4. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 5. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 6. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 13th day of February, 2018, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 20th day of February, 2018, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

---

Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors

Sec. 5-6.01.1. - Outdoor festival defined.

For the purpose of this chapter, "outdoor festival" shall mean and include any outdoor gathering that is for the primary purpose of attending or participating in or observing a musical or theatrical performance to which the public is admitted, with or without the payment of admission charges; provided, however, "outdoor festival" shall not include:

- (a) Any authorized activity which is undertaken completely within the boundaries of the Plumas County Fairgrounds;
- (b) At recognized art fairs or recognized community events/celebrations, which are open to all members of the public without the payment of admission charges; or
- (c) Any activity expressly permitted pursuant to a license agreement previously approved by the Plumas County Board of Supervisors, such activity being governed by the terms of the approved license agreement. "outdoor festivals" may be permitted in all zoning districts except open space.

( Ord. No. 15-1096, § 1, 1-6-2015; § 1, Ord. 16-1100 , adopted February 16, 2016)

Sec. 5-6.01.2. - Director defined.

PLUMAS COUNTY PLANNING DIRECTOR  
For the purpose of this chapter, "Director" shall mean the Director of Public Works.

( Ord. No. 15-1096, § 1, 1-6-2015 )

Sec. 5-6.02. - Permits: Required.

It shall be unlawful for any person to operate, maintain, or conduct an outdoor festival in the unincorporated area of the County, unless he or she shall first obtain a permit to operate or conduct such festival. Any expenses relating to a proposed outdoor festival, including but not limited to the sales of tickets, incurred prior to the issuance of a permit under this chapter shall be incurred at the sole risk of the party incurring such expenses, and the County shall bear no liability for such expenses regardless of the actions taken on the permit application relating to such proposed outdoor festival.

( Ord. No. 15-1096, § 1, 1-6-2015; § 1, Ord. 16-1100 , adopted February 16, 2016)

Sec. 5-6.03. - Permits: Applications: Fees.

Sec. 5-6.11. - Transient Occupancy Tax: Certification.

No later than five (5) business days after the event, if spectators or participants will remain overnight at the event, the promoter shall provide written certification to the Plumas County Tax Collector of the number of camping or other lodging facility spaces sold in conjunction with the event, whether as part of the price of admission or separate to the price of admission. The promoter shall also provide any additional documentation required by the Tax Collector as a condition of the Tax Collector's approval pursuant to Section 5-6.03(f)(11) of this chapter.

( Ord. No. 15-1096, § 1, 1-6-2015 )

Sec. 5-6.12. - Alcoholic beverage permits.

No later than five (5) business days before the beginning of the event, if alcoholic beverages will be served at the event, the promoter will provide a copy of the appropriate permit issued by the Department of Alcoholic Beverage Control to the Director of Public Works. The Sheriff or Director may suspend operations and close any outdoor festival in the event that alcoholic beverages are served without the appropriate permit issued by the Department of Alcoholic Beverage Control.

( Ord. No. 15-1096, § 1, 1-6-2015 )

Sec. 5-6.13. - Revocation of other permits; Denial of future permits.

A finding by the Board that grounds for permit revocation exist pursuant to Section 5-6.07 of this chapter shall constitute just cause for denying or revoking, or for revoking and reinstating upon suitable conditions, any other permits or future applications for permits under this chapter by that applicant. The finding that a parcel or property has a history of materially violating, or defaulting in the performance of, such provisions, shall constitute just cause for denying or revoking, or for revoking and reinstating upon suitable conditions, any other permits under this chapter for future events at that location.

( Ord. No. 15-1096, § 1, 1-6-2015 )

Sec. 5-6.14. - Penalties for violation of chapter.

## NOTICE OF EXEMPTION

---

**To:** [X] Office of Planning & Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

**From:** Plumas County Public Works Department  
1834 East Main Street  
Quincy, CA 95971

[X] Plumas County Clerk  
520 Main Street, Room 102  
Quincy, CA 95971

**Project Title:** Revisions to Outdoor Festival Ordinance

**Project Applicant:** Plumas County

**Project Location:** County-Wide

**Description of Nature, Purpose or Beneficiaries of Project:** Ordinance revision of the County of Plumas defining and regulating "Outdoor Festivals" to ensure the protection and preservation of public health and safety.

**Name of Public Agency Approving Project:** Plumas County

**Name of Person Carrying Out Project:** Bob Perreault, Director – Plumas County Public Works

**Exempt Status:** (Check one)

[ ] Ministerial (Sec. 21080(b)(1); 15268);  
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));  
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
[X] Categorical Exemption. State type and section number: 15060(c)(2), 15061(b)(3), 15308, and 15321.  
[ ] Statutory Exemptions. State code number: \_\_\_\_\_

**Reason why project is exempt:** The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

**Lead Agency**

**Contact Person:** Randy Wilson, Planning Director    **Area Code/Phone/Ext:** (530) 283-7011

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed by Lead Agency

**Certificate of Posting**

I hereby certify that from \_\_\_\_\_ to \_\_\_\_\_ I posted a copy of this Notice of Exemption in the office of the Plumas County Clerk (30 days).

By \_\_\_\_\_ on \_\_\_\_\_  
Kathleen Williams, County Clerk /Deputy



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## Plumas County Public Health Agency

Andrew Woodruff, MPH, Acting Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** January 25, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff, Acting Director  
**Agenda:** Item for February 13, 2018

**Recommendation:** Approve the attached Resolution to accept and authorize the Acting Director of Public Health to sign Agreement Amendment Number 14-10530 05 from the California Department of Health, Emergency Preparedness Office (EPO) for the Public Health Preparedness and Hospital Preparedness Programs.

**Background Information:** Commencing FY 2001-2002, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza.

The purpose of this Amendment is to amend the Scope of Work and Budget to adjust the funding amount for State Fiscal Year 16-18 to allow Public Health to complete more of the same services outlined in the original scope of work.

Agreement Amendment Number 14-10530 05 was reviewed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions or need additional information. Thank you.

RESOLUTION NO. 17-\_\_\_\_\_

**RESOLUTION TO ACCEPT AND AUTHORIZE THE ACTING DIRECTOR OF PUBLIC HEALTH TO SIGN AMENDMENT NUMBER 05 FOR STANDARD AGREEMENT NUMBER 14-10530 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, EMERGENCY PREPAREDNESS OFFICE FROM JULY 1, 2014 THROUGH JUNE 30, 2018 IN THE AMOUNT OF \$898,840.00.**

**WHEREAS**, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, and

**WHEREAS**, to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza; and

**WHEREAS**, the California Department of Public Health, Emergency Preparedness Office, issued Agreement Amendment Number 14-10530-05 to PCPHA to provide Emergency Preparedness Services through June 30, 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors, County of Plumas, State of California, as follows:

1. Accept Standard Agreement Amendment Number 14-10530 05 from the California Department of Public Health, Emergency Preparedness Office in the amount of \$898,840.00 through June 30, 2018.
2. Authorize the Acting Director of Public Health to sign Amendment and execute subsequent documents necessary to implement Standard Agreement Amendment Number 14-10530 05.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of February 2018, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Chair, Plumas County Board of Supervisors

**Attest:**

---

Clerk, Plumas County Board of Supervisors

Approved as to form:



Gretchen Stuhr

Deputy Plumas County Counsel



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

50

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

ELLIOTT SMART  
DIRECTOR

DATE: FEBRUARY 1, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 13, 2018

RE: SOCIAL SERVICES TRENDS REPORT

A handwritten signature in black ink, appearing to read "ES".

### It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

### Background and Discussion

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through December 31, 2017.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure

## SOCIAL SERVICES TRENDS

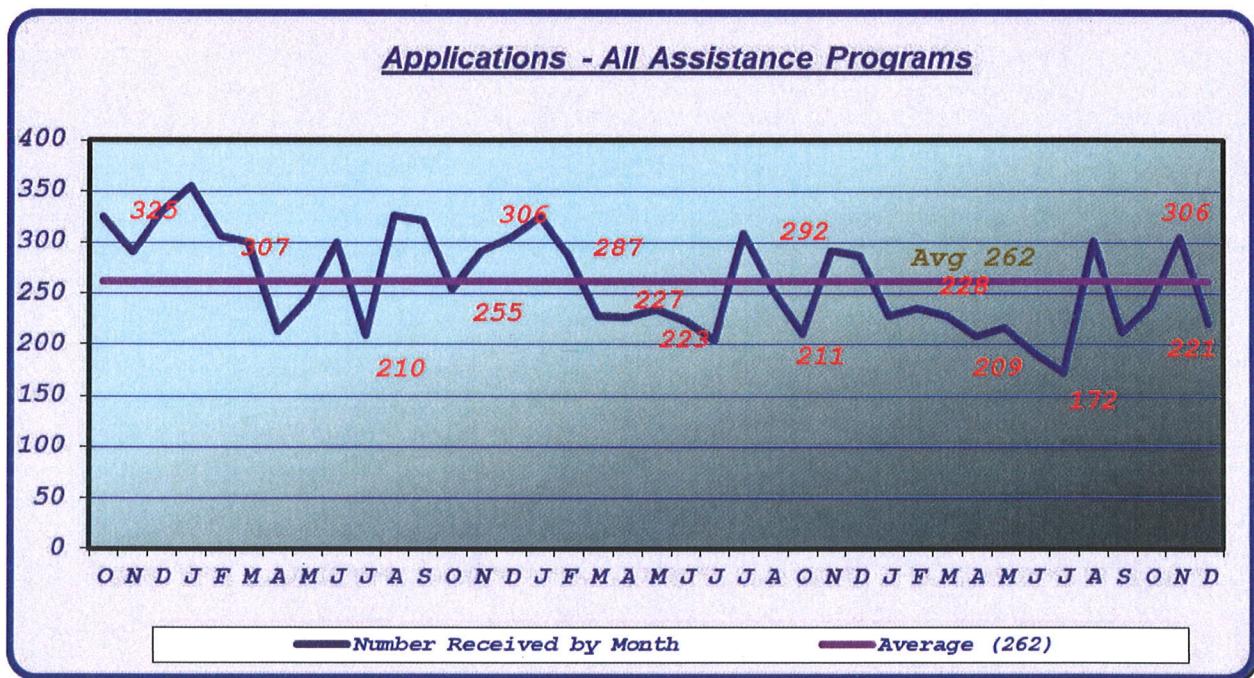
Quarter Ending: December 31, 2017

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended December 31, 2017. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

Applications for assistance increased during the most recent three-month quarter that ended December 31, 2017. This is not unexpected as there is a spike in applications during these months connected with the open enrollment period for the Affordable Care Act. Where applications for Medi-Cal have generally hovered at about 40% of total applications, in November Medi-Cal represented 53% of the total.



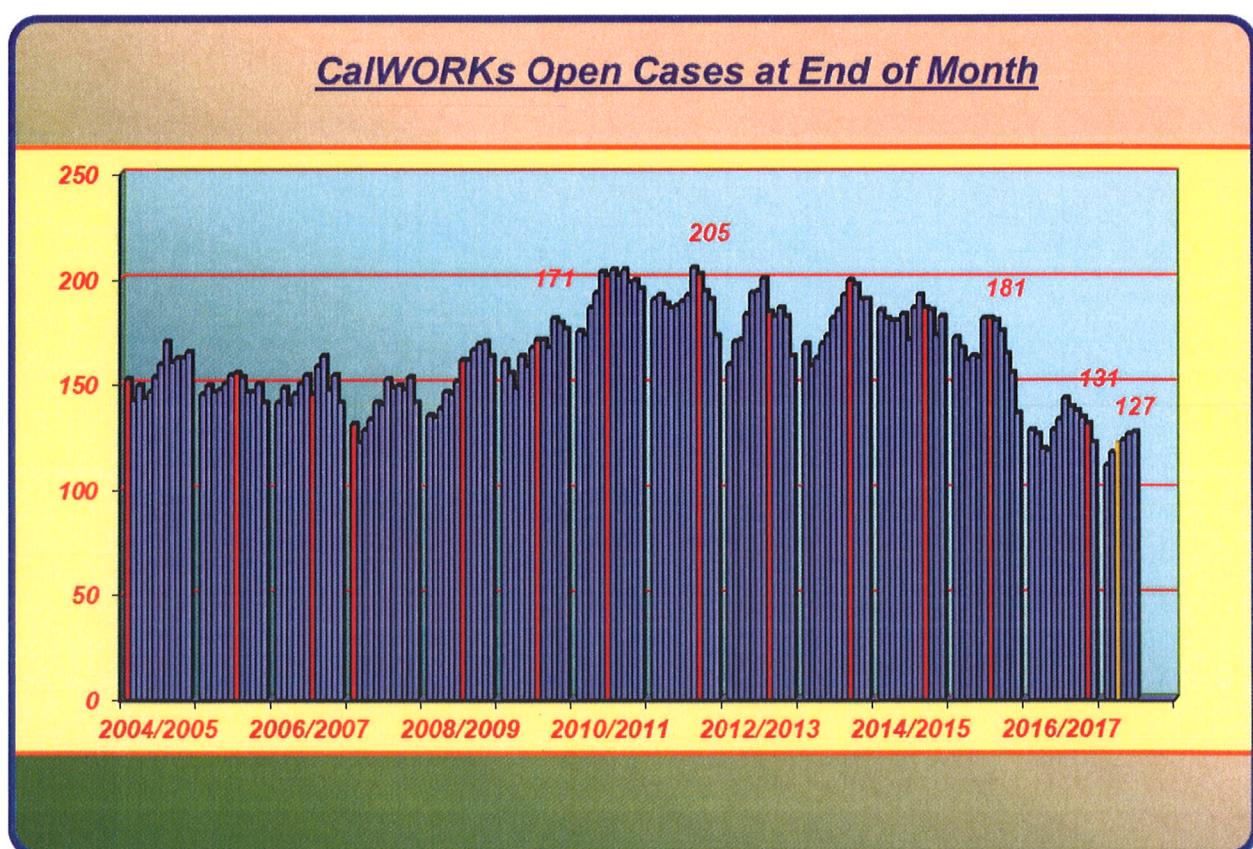
## B. CONTINUING CASES

### (1). Cash Assistance (AFDC/CalWORKs)

Since the high count of 205 cases recorded in February of 2012, the case count has continued a pattern of relatively steady decline over time interspersed with short periods of growth. There were 127 CalWORKs cases in the system at the end of December. Lower case counts continue to be an indicator of improvements in the economy and growth in the local job market. Additionally, many of the families the Department assists are non-needy relative cases where a close relative is providing care for an eligible child. In such circumstances, the Department aids the child, but not the relative caregiver.

#### Average Monthly Caseload

2015/2016	166
2016/2017	130
2017/2018	121



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

### **A. Case Count**

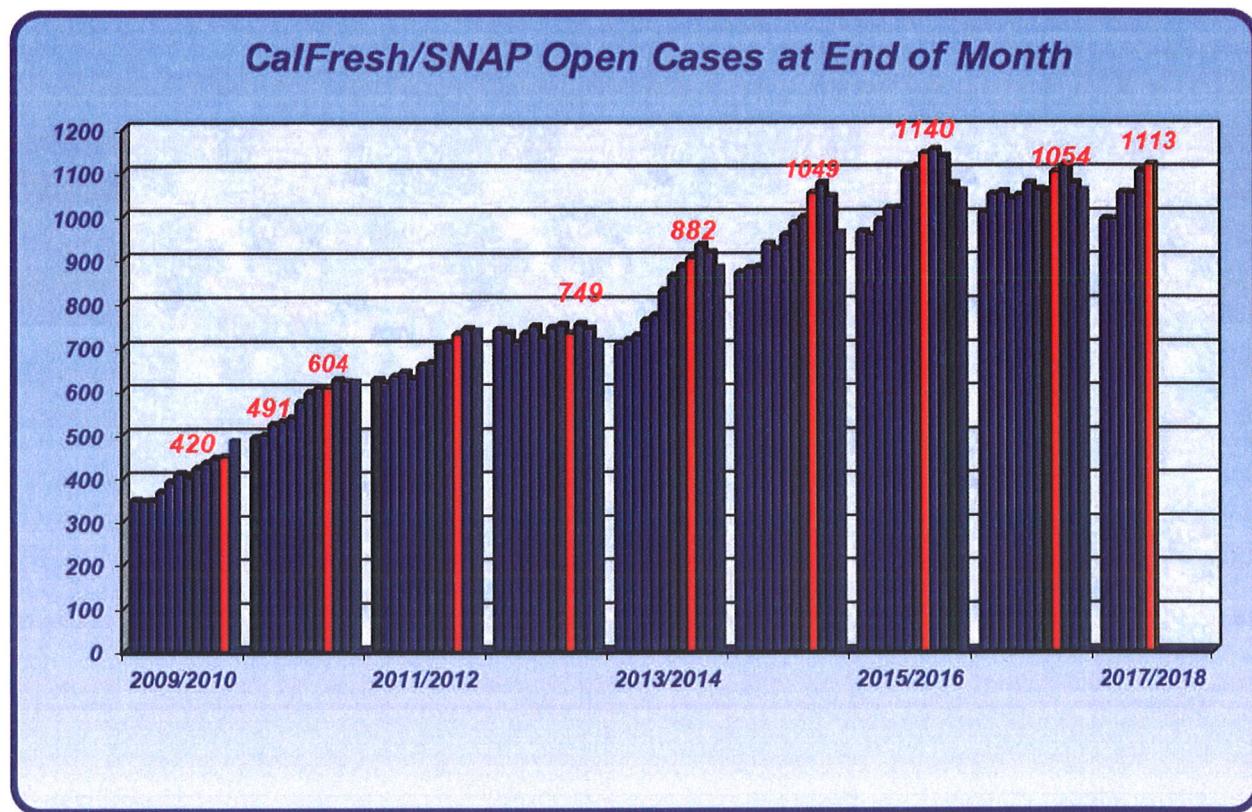
Typically, the Department expects to experience an upward trend in CalFresh case counts during the winter quarter. This happens due to an influx of college students and due to some construction and tourism oriented employees having work hours reduced or stopped.

For working people, CalFresh supplements their food purchasing power. Despite improvements in the local economy, the Department expects that counts will remain somewhat higher than they were prior to the recession at least for the near term.

The Department continues to see more customers who are over 55 and more individuals with disabling conditions where in the past, it was less likely to see people in those cohorts applying.

#### **Average Monthly Caseload**

2015/2016	1057
2016/2017	1058
2017/2018	1009



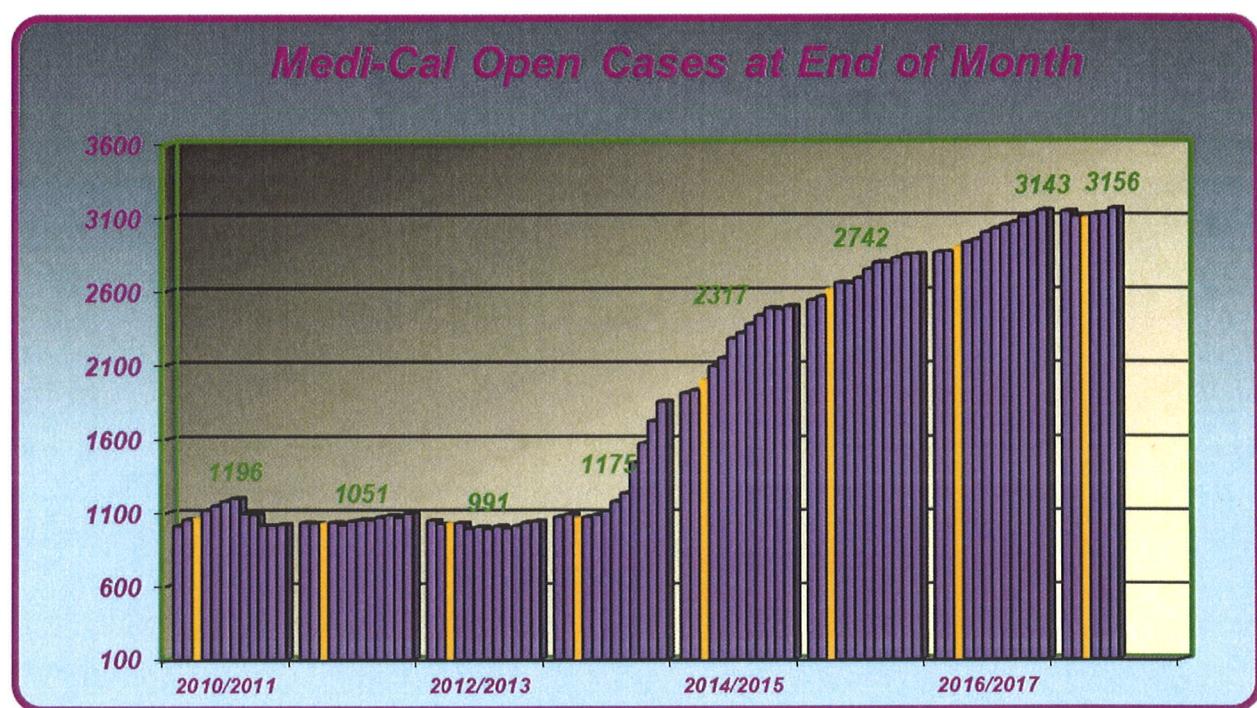
### **(3). Medi-Cal**

After over three and one-half years of virtually steady growth in the Medi-Cal case count, the number of active cases has flattened. The Department has believed for some time that case counts for this program would eventually level off as the number of eligible recipients gets saturated. It is reasonable to think that the Department has reached a point now where those who are eligible for Medi-Cal assistance have applied and either have been granted or referred to other coverage.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,354 per month. For a single working person that amounts to \$16,248 annually. For a family of three, annual income at 138% of poverty is \$27,730 or less.

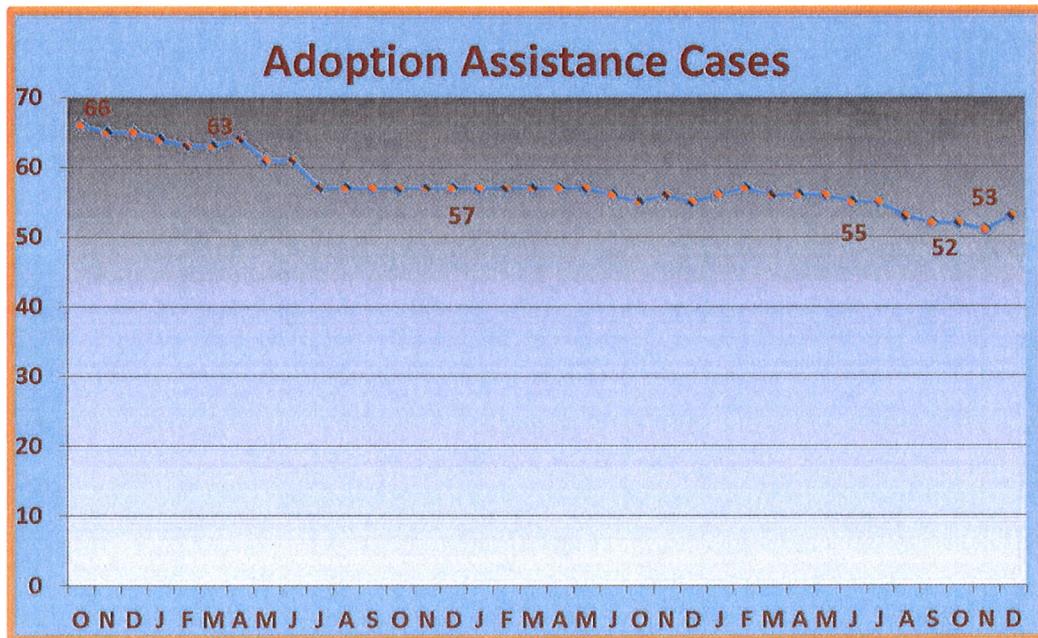
#### **Average Monthly Caseload**

<b>2015/2016</b>	<b>2711</b>
<b>2016/2017</b>	<b>2998</b>
<b>2017/2018</b>	<b>3122</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped to 53 children currently receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system. On rare occasions adoptive placements fail and the children must be placed in foster care.

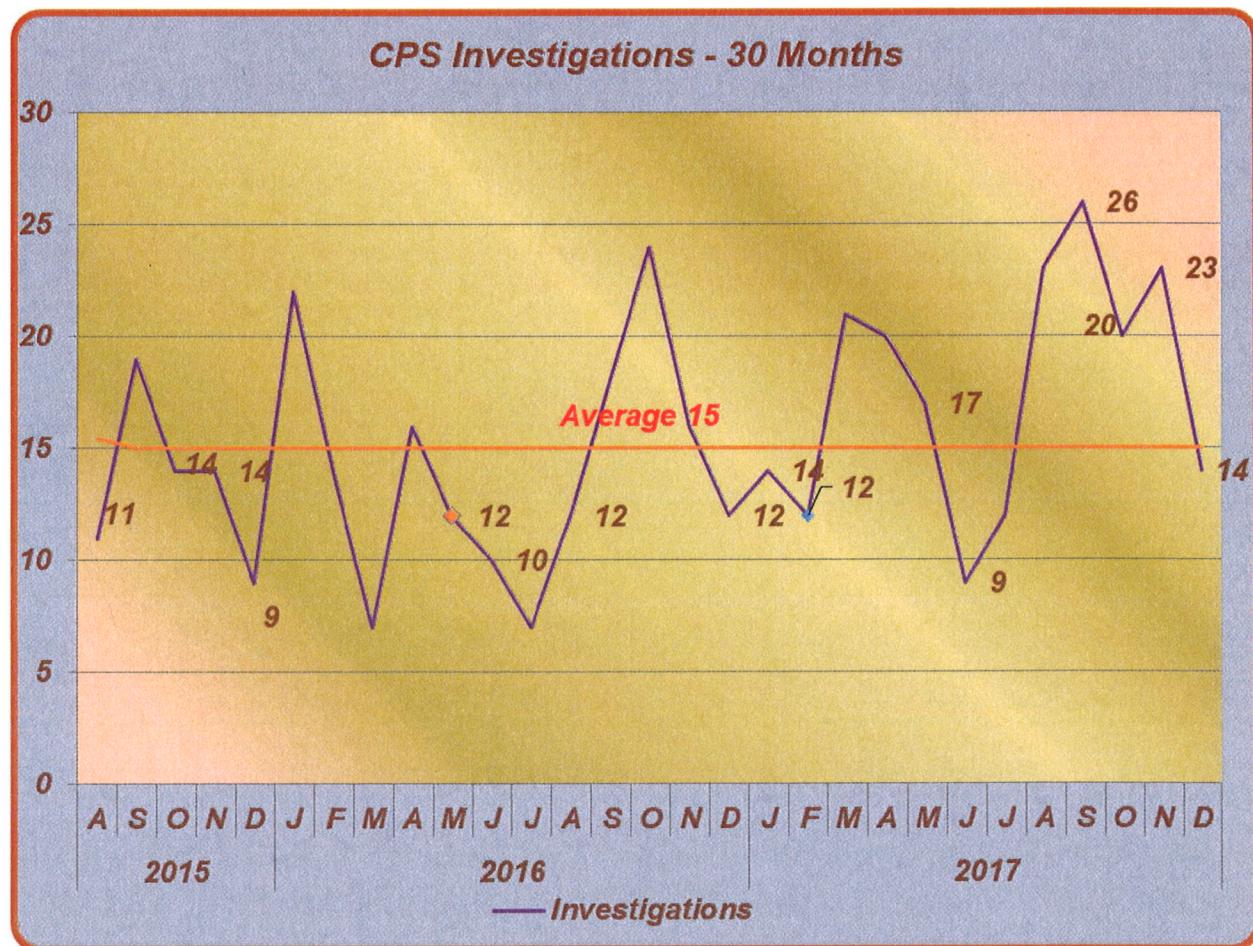


## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averages about 15 child abuse investigations per month. As has been reported previously, the Department generally expects that requests for CPS investigations will increase when school returns to session at the end of the summer. After experiencing a spike in requests for investigation in September through November, December counts have fallen back to average levels.

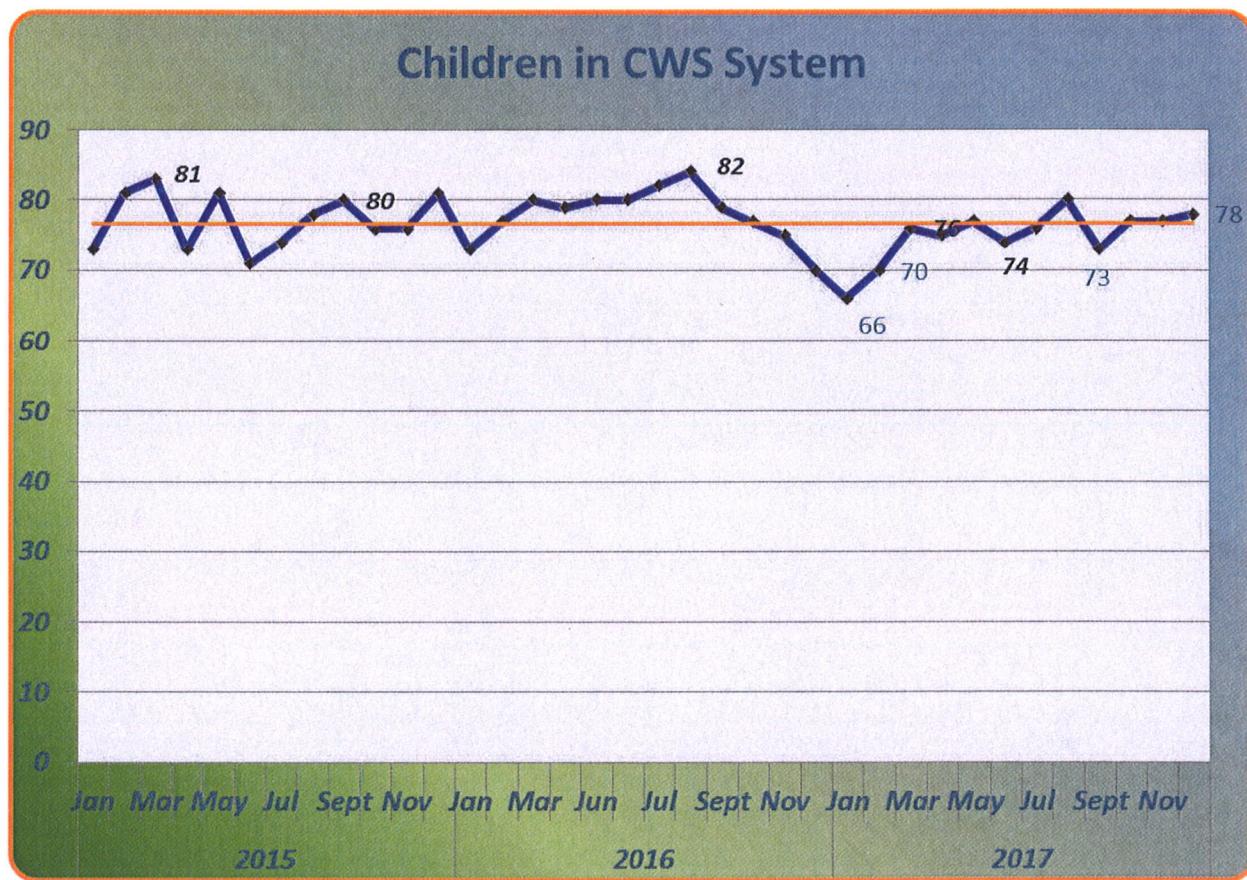
Detaining children who are victims of abuse or neglect is a very serious matter and the Department does not take such decisions lightly. A part of the process includes thoroughly reviewing the background of the individual(s) who may be caring for the child while the Juvenile Court determines whether or not the children can be returned to their home.



## **B. Children in the Child Welfare Services System**

There are currently 78 children in the Child Welfare system. As has been reported previously, some children stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 4 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children.

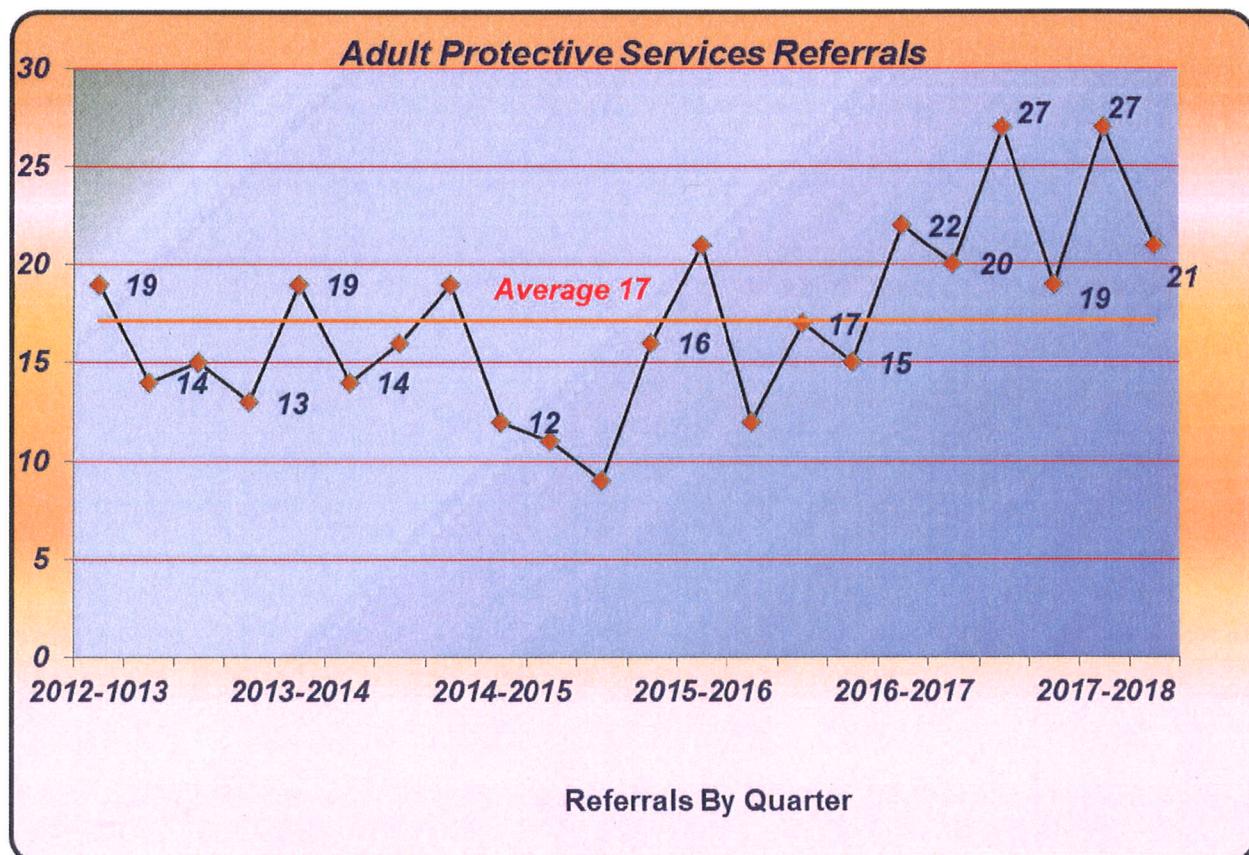
The Department has continued its trend toward placing foster children with relatives and with "extended" family members who are not directly related to the child, but have a relationship that is like that of a relative. While this makes us less reliant on foster homes, there remains a continuing need for them. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



### C. Adult Protective Services

Generally, the Department receives about 17 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the most recent three-month quarter, ending last December, the Department received 21 requests for investigation. Good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons is a key to uncovering cases of abuse or neglect.

The Department continues to receive referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's financial resources. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the individual being referred may still have a right to self-determination if a cognitive disability isn't the cause for their self-neglect.

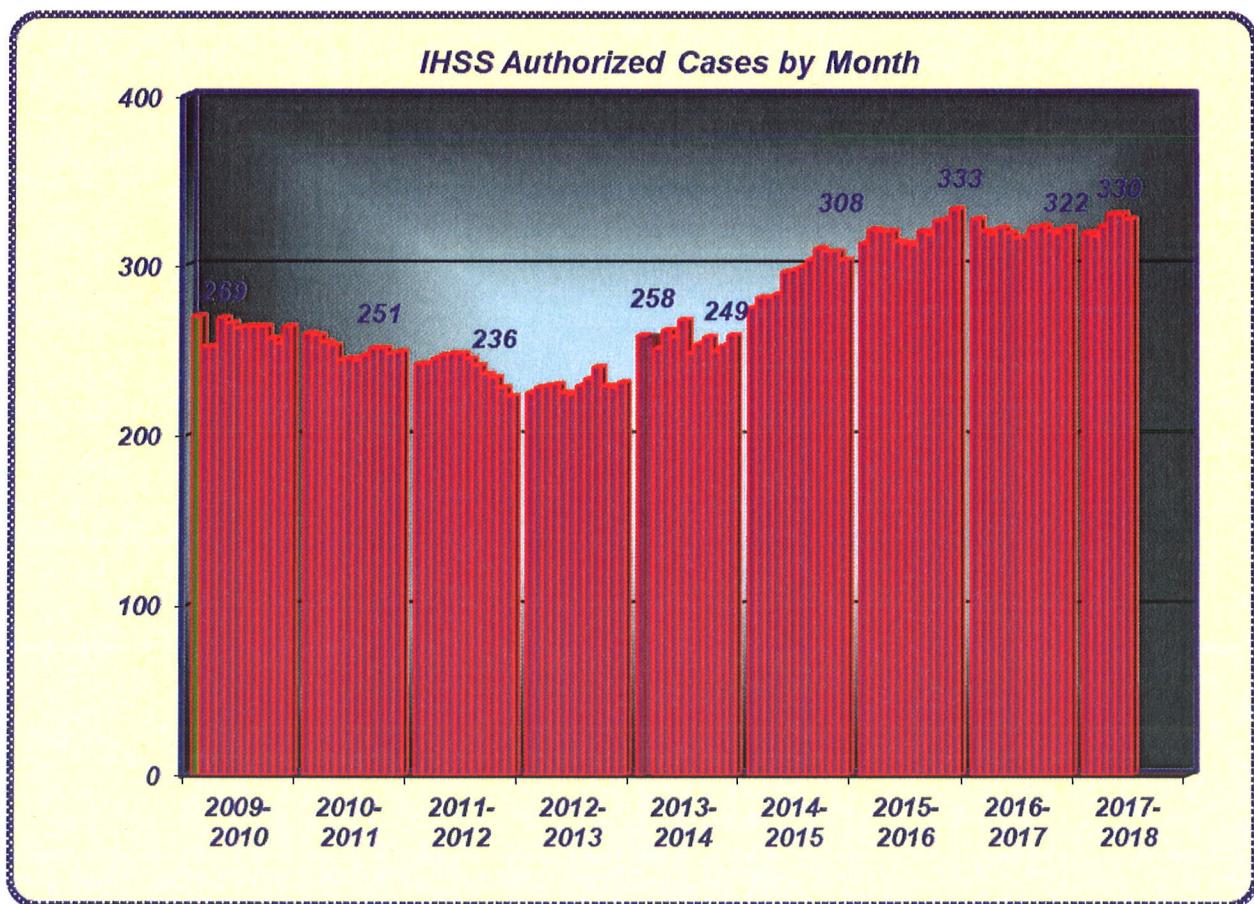


#### **D. In-Home Supportive Services (IHSS)**

The In-Home Supportive Services caseload has remained close to its average count of about 324 authorized cases per month.

##### **Average Monthly Case Count**

2015/2016	320
2016/2017	320
2017/2018	324



6B

Date: February 2, 2018

From: Donald J Sawchuk  
Director, Facility Services & Airports  
To: Plumas County Board of Supervisors

Honorable Supervisors:

I regret to inform you that I am resigning from my position as Director or Facility Services & Airports for the County of Plumas.

My last day of employment will be March 5, 2018.

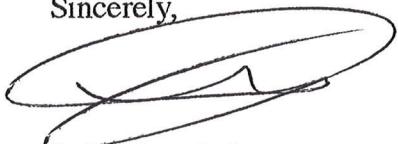
I have accepted a position with a company to create a new construction division overseas. I am looking forward to this new direction of my career, even though I will very much miss my work with Plumas County.

I will be more than happy to assist you in anything you need help with as you look for a replacement to fill my position. Please do not hesitate to reach out if there's anything at all I can do for you during my remaining time here, or in the future.

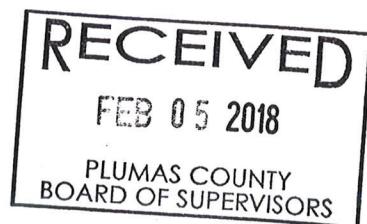
Thank you for the support and the opportunities that you have provided me during the last five years. I have enjoyed my tenure with Plumas County. If I can do anything to help ease the transition for my colleagues, please let me know.

I wish you and the County all the best. I do hope our paths cross again in the future.

Sincerely,



Donald J. Sawchuk





Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

7

**DATE:** February 5, 2018

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections  
Administrator

**SUBJECT:** Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS)

**Recommendation:** Adopt Resolution Approving the Adoption of the Public Agencies Post-Employment Benefits Trust together with the attached "Adoption Agreement", appoint the Plumas County Treasurer to be the Plan Administrator and approve "Agreement for Administrative Services" with PARS

**Background and Discussion:** Over the past few years there have been changes to the Government Accounting Standards Board (GASB) rules that require governmental agencies to report Other Post-Employment Benefit (OPEB) and defined benefit pension liabilities on their balance sheets. On February 19, 2013, Resolution 13-7846, the Board of Supervisors adopted the Public Agencies Post-Retirement Health Care Plan Trust for the Other Post-Employment Benefits (OPEB). This trust was managed through Public Agency Retirement Services (PARS). Adopting this trust recognized the continued obligation of post-employment health benefits. The County has deposited \$982,311 in assets which has earned \$102,745.81 as of June, 2017. The administrative cost of investing was \$4,108.75.

Along with the changes to the GASB 68 pension requirements, CalPERS has implemented new actuarial assumptions and lowered the assumed rate of return on investments. Both of these factors will increase the unfunded actuarial accrued liability (UAAL) for the CalPERS pension liability of the county. Considering the above increases, PARS created a tax-exempt Section 115 trust that would accept funds for both OPEB and pension obligations. The trust administrator is PARS, and is compensated at 0.25% up to \$10,000,000. The trustee is U.S. Bank National Association, the funds deposited will be invested by HighMark Capital Management, Inc. as with the previous OPEB trust. The investment strategy is determined by the Plan Administrator, Plumas County Treasurer, if approved at the February 13<sup>th</sup> meeting. The assets inside this trust can be invested at a higher yield because they do not fall under the same investment guidelines as the Plumas County Treasury pooled investments.

PARS presented the trust to the Board on November 7<sup>th</sup>, 2017 and the minutes of that meeting directed staff to return to the Board with the Resolution to adopt. Attached is the Trust Agreement, Agreement for Administrative Services and the Resolution with attached Adoption Agreement. If the Resolution is approved and the Plan Administrator designated, the documents will be signed by the Plan Administrator. The trust will be adopted and funded as the Board approves at a later date. I respectfully request the approval of the attached Resolution and Adoption Agreement, Agreement for Administrative Services and appoint the Plumas County Treasurer as Plan Administrator.

Thank you.

RESOLUTION NO. \_\_\_\_\_

**COPY**

RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PLUMAS  
APPROVING THE ADOPTION OF THE  
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST  
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS the County of Plumas (the "County") is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits and other post-employment benefits other than pension benefits ("OPEB"); and

WHEREAS the County desires to set aside funds for the purpose of pre-funding its CalPERS pension obligation that will be held in trust for the exclusive purpose of making future contributions of the County's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the County; and

WHEREAS PARS has made available the Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified in the County's plans, policies and/or applicable collective bargaining agreements; and

WHEREAS the County is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS the County can manage the pre-funding of its pension and OPEB obligations in a single trust under this Program, thereby gaining administrative and cost efficiencies; and

WHEREAS the County's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the County's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the County reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Supervisors hereby adopts the Public Agencies Post-Employment Benefits Trust, effective February 13, 2018 for the purpose of prefunding the County's CalPERS pension obligation, and approves the revised "Adoption Agreement for Post-Employment Section 115 Trust" attached hereto; and
2. The Governing Board of Supervisors hereby appoints the Plumas County Treasurer-Tax Collector, or his/her successor or his/her designee as the County's Plan Administrator for the Program; and
3. The County's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the County and to take whatever additional actions are necessary to maintain the County's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the County's Program; and

4. The Governing Board of Supervisors, in accordance with Section 3.3 of the Public Agencies Post-Retirement Health Care Plan Trust adopted effective February 19, 2013, hereby authorizes the withdrawal from said trust and directs the transfer of assets held in said trust to the OPEB Account established in the name of the County under the Public Agencies Post-Employment Benefits Trust, adopted herewith.

AYES:

NOES:

ABSENT:

ABSTAIN:

Nancy DaForno, the Clerk of the Board of Supervisors of the County of Plumas, State of California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said County at a regular meeting thereof held on the 13<sup>th</sup> of February, 2018, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk, Board of Supervisors

**ADOPTION AGREEMENT  
for the  
POST-EMPLOYMENT SECTION 115 TRUST**

A.1.1. Trust agreement with U.S. Bank National Association (the “Bank”) (the “Trust Agreement”):

Post-Employment Section 115 Trust Agreement, effective November 5, 2014

Public Agencies Post-Employment Benefits—Trust

#### A.1.2. OPEB Plan: Public Agencies Post-Employment Health Care Plan

The plan document for the OPEB Plan is the Public Agencies Post-Employment Health Care Plan—Master Plan Document, effective as of November 5, 2014 (the “Plan Document”).

A.1.3. Pension Plan: CalPERS

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A.1.4. Pension Plan's effective date: January 1, 1947

(Check if applicable) Additional Pension Plans (and their respective effective dates) are listed on an exhibit attached hereto.

#### A.2.1. Employer:

Name: County of Plumas

U.S. street address: 520 Main Street, Room 309, Quincy, CA 95971

U.S. mail address: P.O. Box 176, Quincy, CA 95971

Phone number: (530) 283-6260

EIN: 94-6000528

Fiscal year end: June 30

### A.2.2. Plan Administrator:

Position at Employer: Treasurer-Tax Collector

Incumbent: Julie White

U.S. street address: 520 Main Street, Room 203, Quincy, CA 95971

U.S. mail address: P.O. Box 176, Quincy, CA 95971

Phone number: (530) 283-6410

Email address: [JulieWhite@countyofplumas.com](mailto:JulieWhite@countyofplumas.com)

A.3.1 **Adoption.** The Employer hereby:

A.3.1.1. Adopts the Trust Agreement as part of the (*Check one or both of the following boxes.*):

OPEB Plan

Pension Plan

(each such plan separately, the “Plan”) and agrees to be bound by the Trust Agreement’s terms, effective as of the Employer’s signature date below and subject to the investment approach selected below.

A.3.1.2. *The following provisions apply if and only if the OPEB Plan box above is checked:* (i) Adopts the Plan Document and agrees to be bound by the Plan Document’s terms, effective as of the Employer’s signature date below and (ii) acknowledges that the determination of Eligible Employees and Eligible Beneficiaries is finally and conclusively made by the Employer according to the Employer’s applicable policies and collective bargaining agreements and without reference to the Trust Agreement.

A.3.1.3. Ratifies, affirms, and approves Employer’s appointment of Phase II Systems as Trust Administrator and represents and warrants that attached hereto is a fully-executed original of Employer’s Agreement for Administrative Services with Phase II Systems, d/b/a Public Agency Retirement Services (PARS).

A.3.1.4. Agrees that capitalized terms used herein but not defined herein shall have the same meaning attributed to them as in the Trust Agreement or Plan Document, as the case may be.

A.4.1. The Employer hereby represents and warrants that:

A.4.1.1. **Authorizing Law.** Employer has reviewed with its legal counsel and has determined that Employer is authorized to establish and maintain the Plan and to establish a financial-institution trust (separate and apart from the state) for the Plan, including the authority to adopt the Trust Agreement.

A.4.1.2. **Authorizing Resolution.** Attached hereto is a certified copy of a resolution of the Employer’s governing body authorizing the adoption of the Trust Agreement as part of the Plan and authorizing the appointment of the Plan Administrator designated by position of employment at the Employer to act on the Employer’s behalf in all matters relating to the trust.

A.4.1.3. **Tax Status.** The Plan is a “governmental plan” as defined in Section 414(d) of the Internal Revenue Code of 1986, as amended; is a “Section 401(a)(24) governmental plan” as defined in Revenue Ruling 2011-1; and is not subject to Federal income taxation. The Plan’s governing document expressly provides that it is irrevocably impossible for any part of the corpus or income of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries. The Pension Plan is a qualified plan under Code Section 401(a). (In addition, the Employer hereby acknowledges that the Plan is prohibited from assigning any part of its equity or interest in the trust.)

**A.4.2. Investment Approach.**

4.2.1. *The following provisions apply if and only if the **OPEB Plan** box above is checked: OPEB Account.* OPEB Account assets are invested in the discretion of (check one and only one of the following boxes):

Discretionary investment approach:

The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

The Plan Administrator.

The following registered investment adviser, bank (other than the Bank), or insurance company (a “Third-Party Manager”):

\_\_\_\_\_. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

4.2.2. *The following provisions apply if and only if the **Pension Plan** box above is checked: Pension Account.* Pension Account assets are invested in the discretion of (check one and only one of the following boxes):

Discretionary investment approach:

The Bank, subject to **Exhibit A (Investment Strategy Selection and Disclosure Form)** hereto.

Directed investment approach:

The Plan Administrator.

The following registered investment adviser, bank (other than the Bank), or insurance company (a “Third-Party Manager”):

\_\_\_\_\_. The Employer hereby represents and warrants that attached hereto is an executed copy of the agreement with the above appointed Third Party Manager.

*[signature page follows]*

**COUNTY OF PLUMAS**

By: Julie A. White

Julie White

Its: Treasurer-Tax Collector

Date: 2/5/2018

*Accepted by:*

**PHASE II SYSTEMS, DBA PUBLIC AGENCY  
RETIREMENT SERVICES (PARS)**

By: \_\_\_\_\_  
Daniel Johnson

Its: President \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Susan M. Hughes

Its: Vice President and Relationship Manager \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the County of Plumas, a political subdivision of the State of California (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations (“Plan”), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

- 1. Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
- 2. Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
- 3. Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1 % per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
- 4. Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
- 5. Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under

no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

11. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
12. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
13. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
14. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: County of Plumas; 520 Main Street, Room 203, Quincy, CA 95971; Attention: Julie A. White, Plumas County Treasurer-Tax Collector [Plan Administrator]Notices shall be deemed given on the date received by the addressee.
15. **Term of Agreement.** This Agreement shall remain in effect for the period beginning February 13, 2018 and ending January 31, 2021 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
16. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
17. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

18. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
20. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
21. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY: County of Plumas**

BY: \_\_\_\_\_  
Julie A. White

TITLE: Plumas County Treasurer-Tax Collector

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
Tod Hammeras

TITLE: Chief Financial Officer

DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the County of Plumas Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
  - (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.
2. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
  - (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
  - (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
  - (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;
  - (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
  - (F) Preparing and submitting an annual report of Plan activity to the Agency;
  - (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
  - (H) Coordinating periodic audits of the Trust;
  - (I) Monitoring Plan and Trust compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**EXHIBIT 1B**  
**FEES FOR SERVICES**

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan Assets based on the following schedule:

<b><u>For Plan Assets from:</u></b>		<b><u>Annual Rate:</u></b>
\$0	to	\$10,000,000
\$10,000,001	to	\$15,000,000
\$15,000,001	to	\$50,000,000
\$50,000,001	and	above

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
  - (C) Trustee Investment Forms
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Contribution amount
  - (C) Contribution date
  - (D) Contribution method (Check, ACH, Wire)
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement/distribution amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

**PUBLIC AGENCIES**  
**POST-EMPLOYMENT BENEFITS**  
**TRUST AGREEMENT**

**(Effective November 5, 2014)**

## ARTICLE I

### DEFINITIONS

- 1.1   **“Adoption Agreement”** shall have the meaning given to such term in Section 2.3.
- 1.2   **“Agency Account”** shall have the meaning given to such term in Section 2.4.
- 1.3   **“Agreement for Administrative Services”** shall mean the agreement executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Agency Account of the Employer.
- 1.4   **“Assets”** shall have the meaning given to such term in Section 2.5.
- 1.5   **“Code”** shall mean the Internal Revenue Code of 1986 as amended from time to time.
- 1.6   **“Delegatee”** shall mean an individual or entity, appointed by the Plan Administrator or Employer to act in such matters as are specified in the appointment.
- 1.7   **“Effective Date”** shall mean the date first written above, the date the Trust was established, and with respect to each Employer, the Effective Date shall be the date on which the Employer executes the Adoption Agreement.
- 1.8   **“Eligible Beneficiary”** shall mean any person who, due to his or her relationship to an Eligible Employee, is entitled to post-employment benefits pursuant to the Employer’s Pension Plan or OPEB Plan, including but not limited to the Eligible Employee’s current or former spouse or domestic partner, child, dependent, or survivor.
- 1.9   **“Eligible Employee”** shall mean any employee of an Employer who is entitled to post-employment benefits pursuant to the Employer’s Pension Plan or OPEB Plan. Unless the context otherwise requires, the term “Eligible Employee” as used herein shall include any Eligible Beneficiaries.
- 1.10   **“Employer”** shall mean a public agency that executes the Adoption Agreement, thereby adopting the provisions of this Trust Agreement, provided that such agency is a state, a political subdivision of a state, or an entity the income of which is excludable from gross income under Section 115 of the Code.
- 1.11   **“GASB”** shall mean the Governmental Accounting Standards Board.
- 1.12   **“Omnibus Account”** shall mean an account, established for record keeping purposes only, to aggregate the balances of the Assets credited to the Agency Accounts. The Trust Administrator shall maintain and reconcile, at the Agency Account level (and subaccount level), the investments of the Agency Accounts

and will provide reports to the Plan Administrator with respect to such investments. The Trustee will maintain a record of the aggregate balance (principal and earnings) for all Agency Accounts. The Trust Administrator will in the ordinary course of business maintain a record of the name, address, taxpayer identification number, account number and amount of funds, including earnings, of each Employer. On periodic valuation dates (no less frequently than monthly) to be established by the Trust Administrator, the Trustee and Trust Administrator will reconcile the aggregate balance information maintained by the Trustee with the Agency Account level records maintained by the Trust Administrator pursuant to this Trust Agreement.

- 1.13 **“OPEB”** shall mean “other post-employment benefits,” such as medical, dental, vision, life insurance, long-term care and other similar benefits provided to retirees, other than pension benefits.
- 1.14 **“OPEB Obligation”** shall mean an Employer’s obligation to provide OPEB to its Eligible Employees in accordance with the Employer’s OPEB Plan.
- 1.15 **“OPEB Plan”** shall mean the Public Agencies Post-Employment Health Care Plan, as adopted by the Employer under the Adoption Agreement.
- 1.16 **“Pension Obligation”** shall mean an Employer’s obligation to contribute to the Pension Plan’s Qualified Trust and shall not, for example, mean an Employer’s Obligation to provide retirement benefits under the Pension Plan to the Employer’s Eligible Employees.
- 1.17 **“Pension Plan”** shall mean an Employer’s defined-benefit pension plan or plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to its Eligible Employees, and (iii) partly or wholly funded by the Employer’s contributions to a Qualified Trust.
- 1.18 **“Plan Administrator”** shall mean the individual designated by position of employment at the Employer to act on its behalf in all matters relating to the Employer’s participation in the Trust.
- 1.19 **“Qualified Trust”** shall mean a trust which (i) is separate and apart from the Trust, (ii) constitutes a qualified trust under Code Section 401(a), and (iii) funds retirement benefits provided under an Employer’s Pension Plan to the Employer’s Eligible Employees.
- 1.20 **“Trust”** shall mean the Public Agencies Post-Employment Benefits trust arrangement.
- 1.21 **“Trust Administrator”** shall mean Public Agency Retirement Services or any successor trust administrator appointed by the Employers as provided herein. The Trust Administrator shall serve as trust administrator to the Trust established

pursuant to this Trust Agreement until such Trust Administrator resigns or is removed as provided in Article III.

1.22 “**Trust Agreement**” shall mean this Public Agencies Post-Employment Benefits trust document adopted by each Employer upon execution of an Adoption Agreement, as amended from time to time.

1.23 “**Trustee**” shall mean U.S. Bank National Association, or any successor trustee appointed by the Employers as provided herein. The Trustee shall serve as trustee of the Trust established pursuant to the provisions of this Trust Agreement until such Trustee resigns or is removed as provided in Article III.

## ARTICLE II

### THE TRUST

#### 2.1 · **Multiple Employer Trust**

The Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets used to fund the agency’s OPEB Obligation or Pension Obligation or both. The Trust is divided into Agency Accounts to hold the Assets of each Employer as described in Section 2.4.

#### 2.2 **Purpose**

The Trust is established with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and as a tax-exempt trust under the provisions of the relevant state’s statutory provisions of each Employer. This Trust Agreement shall be construed and the Trust shall be administered in a manner consistent with such intention. The fundamental purpose of the Trust is to fund the Employer’s OPEB Obligation or Pension Obligation or both. It is intended that adopting Employers retain an interest in the underlying securities held in the Trust on their behalf, rather than in the Trust itself.

The Employer hereby represents and warrants that the assets held hereunder (including the Assets) are not assets of any qualified plan under Code Section 401(a), regardless of the character of such assets once distributed. The Employer hereby acknowledges that the Trust does not constitute a qualified trust under Code Section 401(a).

#### 2.3 **Employers**

Any public agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the Trust Agreement. Executing an adoption instrument for the Trust (“**Adoption Agreement**”), in the form attached hereto as Exhibit “A” (or such other form as may be approved by the Trustee), shall

constitute such adoption, unless the Trustee requires additional evidence of adoption. In order for such adoption to be effective, the public agency must also execute an Agreement for Administrative Services with Public Agency Retirement Services, the Trust Administrator, pursuant to Section 3.6 of this Trust Agreement. Such adopting Employer shall then become an Employer of the Trust.

Each such Employer shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the Trust:

- (a) a certified copy of the resolution(s) of the governing body of the Employer authorizing the adoption of the Trust Agreement and the appointment of the Plan Administrator for such Employer;
- (b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Employer employee;
- (c) an original of the Agreement for Administrative Services with Public Agency Retirement Services executed by the Plan Administrator or other duly authorized Employer employee and Public Agency Retirement Services;
- (d) an address notice; and
- (e) such other documents as the Trustee may reasonably request.
- (f) Any action taken by the Plan Administrator for an Employer shall be deemed to have been taken by such Employer. Any notice given to or delivered by the Plan Administrator for an Employer shall be deemed to have been given to or delivered by such Employer.

#### **2.4 Agency Accounts**

- (a) Upon an Employer's adopting the Trust Agreement, as provided in Section 2.3, a separate "**Agency Account**" shall be established under the Trust for that Employer, and all Assets of the Trust attributable to that Employer shall be held in that Employer's Agency Account.
- (b) An Employer's Agency Account comprises three subaccounts: a "**Pension Account**", an "**OPEB Account**", and a "**Suspense Account**". The Assets of the Trust that are held in the Employer's Pension Account will be available only to fund the Employer's Pension Obligation and defray the reasonable expenses associated with the same. The Assets of the Trust that are held in the Employer's OPEB Account will be available only to fund the Employer's OPEB Obligation and defray the reasonable expenses associated with the same.
- (c) The Assets of the Trust that are held in an Employer's Agency Account shall not be available to pay any obligations incurred by any other Employer as provided in Section 2.8.

(d) All contributions and transfers received by the Trust on behalf of the Employer will be held in the Employer's Agency Account and will be allocated to the subaccounts under the Agency Account as follows:

(1) If the Employer maintains a Pension Account or OPEB Account (and not both a Pension Account and an OPEB Account), all contributions and transfers received by the Trust on the Employer's behalf will be allocated to that subaccount.

(2) If the Employer maintains both a Pension Account and an OPEB Account, contributions and transfers received by the Trust on the Employer's behalf will be allocated to either the Pension Account or OPEB Account, as directed by the Plan Administrator. To the extent the Plan Administrator does not provide such direction, the Employer hereby directs the Trustee to allocate such contributions and transfers to the Suspense Account and to use the assets of the Suspense Account to purchase a position in the sweep vehicle identified on an **exhibit** hereto or, if none is identified, to hold such assets un-invested. The Plan Administrator may at any time direct the reallocation of cash from the Suspense Account to either the Pension Account or the OPEB Account.

(3) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to the other subaccount.

## **2.5 Assets of Agency Account**

The assets held in an Agency Account shall consist of all contributions and transfers received by the Trust on behalf of the Employer, together with the income and earnings from such contributions and transfers, and any increments accruing to the Agency Account, net of any investment losses, benefits, expenses or other costs ("Assets"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall manage and administer the Assets held in Agency Accounts without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Account by the Employer, and the Trustee and the Trust Administrator shall not be responsible for the collection of any contributions or transfers to the Agency Account.

## **2.6 Aggregate Balance for Investment and Administration**

The balances of the Assets of more than one Agency Account may be aggregated by the Trustee in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Accounts. The responsibility for Agency Account level accounting (including subaccount-level accounting within each Agency Account) within this Omnibus Account(s) shall be that of the Trust Administrator.

## **2.7 Trustee Accounting**

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the Trust. The responsibility for accounting and subaccounting for each Agency Account, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

## **2.8 No Diversion of Assets**

The Assets in each Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. The Assets in each Agency Account shall not be used for or diverted to, any other purpose, including, but not limited to, the satisfaction of any other Employer's Pension Obligation or OPEB Obligation.

## **2.9 Type and Nature of Trust**

Neither the full faith and credit nor the taxing power of each Employer is pledged to the distribution of amounts hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Employer, but are payable solely from the Assets held in such Employer's Agency Account, as more fully described herein. No employee of any Employer or beneficiary may compel the exercise of the taxing power by any Employer.

Distributions of Assets from any Agency Account are not debts of any Employer within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of an Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Trust set aside for distributions. Neither the members of the governing body of any Employer nor its officers, employees, agents or volunteers are liable hereunder.

## **2.10 Loss of Tax-Exempt Status as to Any Employer**

If any Employer participating in the Trust receives notice from the Internal Revenue Service that the Trust as to such Employer fails to satisfy the requirements of Section 115 of the Code, or if any Employer consents to the Internal Revenue Service's determination that the Trust fails to meet such requirements, Assets having a value equal to the funds then held in such Employer's Agency Account shall be segregated and placed in a separate trust by the Trustee for the exclusive benefit of such Employer's Eligible Employees within a reasonable time after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination. Each Employer participating in the Trust agrees to immediately notify the Trust Administrator upon receiving such

notice or giving such consent. The separate trust provided for in this Section 2.10 shall thereafter be considered as a separate trust containing all of the provisions of this Trust Agreement until terminated as provided in this Trust Agreement.

## ARTICLE III

### ADMINISTRATIVE MATTERS

#### 3.1 Appointment of Trustee

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as the trustee of this Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the Trust. If the Trustee is removed or resigns pursuant to Section 3.2, the Employers shall appoint a successor Trustee in accordance with the voting requirements set forth in this Section 3.1.

#### 3.2 Resignation or Removal of Trustee

The Employers may act to remove the Trustee, provided that such action must satisfy the voting requirements set forth in Section 3.1 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trustee may also resign at any time by giving at least ninety (90) days prior written notice to the Trust Administrator and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trustee may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trustee hereunder without the Trustee's consent. The Trustee shall, upon the appointment and acceptance of a successor trustee, transfer and deliver the Assets and all records relating to the Trust to the successor, after reserving such reasonable amount as it shall deem necessary to provide for its fees and expenses and any sums chargeable against the Trust for which it may be liable. The Trustee shall do all acts necessary to vest title of record in the successor trustee.

#### 3.3 Withdrawal of Employer

An Employer may elect to withdraw from the Trust by giving at least thirty (30) days prior written notice to the Trustee and the Trust Administrator. If an Employer so elects to withdraw, Assets having a value equal to the funds held in such Employer's Agency Account shall be segregated by the Trustee and, as soon as practicable, shall be transferred to one or more trusts maintained by the Employer, provided that (i) for Assets transferred from the OPEB Account, any such trust shall satisfy the requirements of Section 115 of the Code, (ii) for Assets

transferred from the Pension Account, any such trust shall satisfy the requirements of either Section 115 or 401(a) of the Code, and (iii) all assets held by any such trust and previously held in the Employer's Pension Account or OPEB Account shall qualify as "plan assets" within the meaning of GASB Statement No. 68 (Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27) or GASB Statement No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions), respectively, in each case as reasonably determined by the Employer and certified in writing by the Employer to the Trust Administrator. The Employer shall appoint a trustee for such Employer's separate trust and, upon the trustee's acceptance of that appointment, the trustee will be vested with title to the transferred Assets.

### **3.4 The Plan Administrator**

The governing body of each Employer shall have plenary authority for the administration and investment of such Employer's Agency Account pursuant to any applicable state laws and applicable federal laws and regulations. Each Employer shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Employer in all matters pertaining to the Employer's participation in the Trust and in regard to the Agency Account of the Employer. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and the Trust Administrator are furnished with a resolution of the Employer that the appointment has been modified or terminated.

### **3.5 Failure to Appoint Plan Administrator**

If a Plan Administrator is not appointed, or such appointment lapses, the Employer shall be deemed to be the Plan Administrator. As used in this document the term "Plan Administrator" shall be deemed to mean "Employer" when a Plan Administrator has not been appointed for such Employer.

### **3.6 Delegatee**

The Plan Administrator, acting on behalf of the Employer, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in a writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator, is acknowledged in writing by the Delegatee, and is certified as required in Section 3.7 to the Trust Administrator. Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified.

### **3.7 Certification to Trustee**

The governing body of each Employer, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all others authorized to act on behalf of the Employer whose names and specimen signatures shall be kept accurate by the Employer acting through a duly authorized officer or governing body of the Employer. The Trustee and the Trust Administrator shall have no liability if they act upon the direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Employer has informed the Trustee and the Trust Administrator of such change.

### **3.8 Directions to Trustee**

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding, direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper directions of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Employer or the Delegatee on such matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the Delegatee should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust and/or the applicable Agency Account which may include not taking any action. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the Trust Agreement or any applicable law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

### **3.9 Appointment of Trust Administrator**

The Employers may, with the approval of two-thirds (2/3) or more of the Employers then participating in the Trust, act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by law, to serve as Trust Administrator of the Trust. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trust Administrator of

the Trust. If the Trust Administrator is removed or resigns pursuant to Section 3.13, the Employers shall appoint a successor Trust Administrator in accordance with the voting requirements set forth in this Section 3.9.

### **3.10 Trust Administrator**

The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this Trust Agreement and the Agreement for Administrative Services:

- (a) Performing periodic accounting of each Agency Account (including subaccount-level accounting within each Agency Account) and reconciling such Agency Account balances with the Trust/Omnibus Account;
- (b) Directing the Trustee to make distributions from the appropriate subaccount under an Agency Account in accordance with Section 5.9.
- (c) Allocating contributions, earnings and expenses to each Agency Account and the underlying subaccounts;
- (d) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Trust;
- (e) Such other services as the Employer and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.3.

The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, any direction and/or data received from the Plan Administrator, or other duly authorized entity, in order to perform its authorized duties under this Trust Agreement. The Trust Administrator shall not have any duty to compute contributions made to the Trust, determine or inquire whether contributions made to the Trust by the Plan Administrator or other duly authorized entity are adequate to meet an Employer's Pension Obligation or OPEB Obligation as may be determined under any applicable GASB pronouncement; or determine or inquire whether contributions made to the Trust are in compliance with the Employer's OPEB Plan or Pension Plan. The Trust Administrator shall not be liable for nonperformance of duties if such nonperformance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

### **3.11 Additional Trust Administrator Services**

The Plan Administrator may at any time retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Employer or the Plan Administrator by this Trust Agreement or by the Employer's policies and/or applicable collective bargaining agreements. The Trust Administrator shall be separately compensated

for such service and such services shall not be deemed to be contrary to the Trust Agreement.

### **3.12 Trust Administrator's Compensation**

As may be agreed upon from time to time by the Employer and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to such Employer's Agency Account and to the Trust.

### **3.13 Resignation or Removal of Trust Administrator**

The Employers may act to remove the Trust Administrator, provided that such action must satisfy the voting requirements set forth in Section 3.9 and notice of such action must be promptly delivered to the Trust Administrator, the Trustee and each Plan Administrator. The Trust Administrator may also resign at any time by giving at least one hundred and twenty (120) days prior written notice to the Trustee and to the Plan Administrator of each Employer that has adopted the Trust Agreement and not terminated its participation in the Trust; provided, however, that the Trust Administrator may resign immediately upon the earlier of the approval date or the effective date of any amendment of the Trust Agreement by the Employers that would change or modify the duties, powers or liabilities of the Trust Administrator hereunder without the Trust Administrator's consent. The Trust Administrator shall, upon the appointment and acceptance of a successor trust administrator, transfer all records relating to the Trust to the successor.

## **ARTICLE IV**

### **THE TRUSTEE**

#### **4.1 Powers and Duties of the Trustee**

Except as otherwise provided in Article V and subject to Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

(a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them (including those issued by the Trustee or any of its affiliates, to the extent permitted by applicable law), and to retain the property for the period of time that the Trustee deems appropriate;

- (b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);
- (c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Trust property, for cash or credit and upon any reasonable terms and conditions;
- (d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;
- (e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this Trust Agreement by this reference. The combining of money and other assets of the Trust with money and other assets of other non-qualified trusts in such fund or funds is specifically authorized. Notwithstanding anything to the contrary in this Trust Agreement, the Trustee shall have full investment responsibility over Assets of the Trust invested in such commingled funds. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within 30 days of notice of such loss of tax exempt status, liquidate the Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;
- (f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee or any of its affiliates, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. The Trustee or its affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;
- (g) To borrow money for the purposes of the Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;
- (h) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or

without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

- (i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;
- (k) To pay or cause to be paid from the Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Trust;
- (l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

#### **4.2 Additional Trustee Powers**

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

- (a) To invest funds pending required directions in any type of interest-bearing account, including, without limitation, time certificates of deposit or interest-bearing accounts issued by the Trustee, or any mutual fund or short term investment fund (“Fund”), whether sponsored or advised by the Trustee or any affiliate thereof; the Trustee or its affiliates may be compensated for providing such investment advice and providing other service to such Fund, in addition to any Trustee’s fees received pursuant to this Trust Agreement;
- (b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

- (c) To serve as custodian with respect to the Trust Assets;
- (d) To employ such custodians, agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer or other agent, including any broker-dealer or other agent affiliated with the Trustee, and pay to such broker-dealer or other agent, at the expense of the Trust, its standard commissions or compensation; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;
- (e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Trust, as though the absolute owner thereof;
- (f) To prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust; and to tender its defense to the Employer in any legal proceeding where the interests of the Trustee and the Employer are not adverse;
- (g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;
- (h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;
- (i) To comply with all requirements imposed by applicable provisions of law;
- (j) To seek written instructions from the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability. If at any time the Plan Administrator or the fiduciary should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (k) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with funding the Employer's OPEB Obligation or Pension Obligation or both and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(l) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature, and such other forms of directions as the parties shall agree;

(m) To pay from the Trust the expenses reasonably incurred in the administration of the Trust;

(n) To maintain insurance for such purposes, in such amounts and with such companies as the Plan Administrator shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

## **ARTICLE V**

### **INVESTMENTS**

#### **5.1 Discretionary Versus Directed Investment**

For the Pension Account and the OPEB Account under the Agency Account, the Employer shall elect either a discretionary or directed investment approach. The Employer may elect the same or different investment approaches for those two subaccounts. The Employer hereby elects a directed approach for the Suspense Account. If the Employer elects a discretionary investment approach for a subaccount, the Employer shall further elect between the various investment strategies offered and the Trustee, in accordance with Article IV, shall have absolute discretion over the investment of the Assets held in such subaccount under the Employer's Agency Account. If the Employer elects a directed investment approach for a subaccount, the Trustee shall direct the investment of the Assets of such subaccount under the Employer's Agency Account in accordance with the direction provided by such Employer.

#### **5.2 Trustee Fees**

As may be agreed upon, in writing, between the Plan Administrator and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the applicable Agency Account or the Trust.

#### **5.3 Contributions**

Eligible Employees are not permitted to make contributions to the Trust. The Plan Administrator shall, on behalf of the Employer, make all contributions to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions

to the Trust made to the Trustee by any Plan Administrator are in compliance with the Employer's Pension Plan or OPEB Plan; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet an Employer's Pension Obligation or OPEB Obligation. The contributions received by the Trustee from each Employer shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at the Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Plan Administrator shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Plan Administrator and shall be indemnified and held harmless by the Employer with respect to such reliance. If the Plan Administrator fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements**

(a) Periodically as specified, and within sixty days after December 31, or the end of the Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within 90 days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such

account had been settled and allowed by a decree from a court of competent jurisdiction.

#### **5.6 Wire Transfers**

The Trustee shall follow the Plan Administrator's, Delegatee's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Trustee shall perform a telephonic verification to the Plan Administrator, Trust Administrator, or Delegatee, or such other security procedure as selected by the party providing wire transfer directions, prior to wiring funds or following facsimile directions as Trustee may require. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

#### **5.7 Exclusive Benefit**

The Assets of an Employer's Agency Account shall be held in trust for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert the Assets of an Agency Account of an Employer for the satisfaction of any other Employer's Pension Obligation or OPEB Obligation or any other Employer's expenses.

#### **5.8 Delegation of Duties**

The Plan Administrator, Delegatee, or Trust Administrator, may at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

#### **5.9 Distributions**

(a) The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the OPEB Account to the insurers, third party administrators, service providers or other entities providing benefits or services under the OPEB Plan, or to Eligible Employees and Eligible Beneficiaries for reimbursement of OPEB Plan premiums (or other payments for OPEB Plan benefits) paid by the Eligible Employee or Eligible Beneficiary, or to the Employer for reimbursement of OPEB Plan benefits and expenses paid by the Employer, in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions.

(b) In addition, the Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Trust under the Pension Account directly to (i) the Qualified Trust as employer contributions, (ii) any insurers, third party administrators, service providers or other entities providing services in connection with determining the Employer's Pension Obligation, or (iii) the Employer as reimbursement for the Employer's payment of amounts described in this Section 5.9(b)(i) and (ii).

(c) In no event shall the Trustee have any responsibility respecting the application of distributions from the Assets of the Trust, or for determining or inquiring into whether such distributions are in accordance with the Employer's OPEB Plan, Pension Plan, policies, or applicable collective bargaining agreements.

## **ARTICLE VI**

### **FIDUCIARY RESPONSIBILITIES**

#### **6.1 More Than One Fiduciary Capacity**

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

#### **6.2 Fiduciary Discharge of Duties**

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) solely in the interest of the Eligible Employees and for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same; and

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

#### **6.3 Limitations on Fiduciary Responsibility**

To the extent allowed by the laws of the state of each Employer:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

#### **6.4 Indemnification of Trustee by Employer**

The Trustee shall not be liable for, and Employer shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Employer's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

#### **6.5 Indemnification of Employer by Trustee**

The Employer shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify, defend (as set out in Section 6.8 of this Trust Agreement), and hold the Employer (including its officers, agents, employees and attorneys) and other Employers harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

#### **6.6 Indemnification of Trustee by Trust Administrator**

The Trustee shall not be liable for, and Trust Administrator shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

#### **6.7 Indemnification of Trust Administrator by Trustee**

The Trust Administrator shall not be liable for, and Trustee shall (to the extent allowed by the laws of the state of each Employer) indemnify and hold the Trust

Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

#### **6.8 Indemnification Procedures**

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent. The indemnification procedures of this Trust Agreement shall survive the termination of the Trust, any Employer's participation in the Trust and/or this Trust Agreement.

#### **6.9 No Joint and Several Liability**

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Employer shall be responsible for any contributions, costs or distributions of any other Employer.

### **ARTICLE VII**

#### **AMENDMENT, TERMINATION AND MERGER**

##### **7.1 No Contractual Obligation**

An Employer's participation in the Trust does not create, and is not intended to create, any contractual obligation to Eligible Employees. Therefore, no Employer is contractually obligated to Eligible Employees solely due to its participation in

the Trust to continue providing benefits under its Pension Plan or OPEB Plan or to make contributions to the Trust.

## **7.2 Amendment of Trust**

(a) The Trust Agreement may be amended only by the approval of two-thirds (2/3) or more of the Employers then participating in the Trust. Any such amendment by the Employers shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators not less than one hundred and eighty (180) days before the effective date of such amendment; provided, however, that any party may waive in writing such 180-day requirement with respect to any amendment (and such waiver shall not constitute a waiver with respect to any other amendment); and provided, further, that a waiver in writing of such 180-day requirement by two-thirds (2/3) or more of the Plan Administrators of the Employers participating in the Trust as of the date the amendment is adopted shall constitute a waiver of such 180-day requirement by all of the Employers then participating in the Trust. In addition, the Trust Administrator or the Trustee shall have the right to amend this Trust Agreement from time to time (without the requirement of a vote of Employers) solely for the purpose of keeping the Trust Agreement in compliance with the Code and applicable state law. Any such amendment by the Trust Administrator or the Trustee shall be set forth in an instrument in writing and shall be delivered to the Trustee, the Trust Administrator and all Plan Administrators promptly as each is made.

(b) Any amendment of the Trust Agreement may be current, retroactive or prospective, provided, however, that no amendment shall:

- (1) Cause the Assets of any Agency Account to be used for or diverted to purposes other than for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same.
- (2) Permit the Assets of any Agency Account to be used for the benefit of any other Employer.

## **7.3 Termination of Employer's Obligation to Provide Pension Benefits or OPEB**

A termination of the Employer's obligation to provide benefits under the Employer's Pension Plan or OPEB Plan for which the Employer's Agency Account was established shall not, in itself, effect a termination of the Agency Account. Upon a termination of the Employer's obligation to provide benefits under its Pension Plan or OPEB Plan, the Assets of the Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.3. From and after the date of such termination and until final distribution of all Assets under the Employer's Agency Account, the Trustee shall continue to have all the powers

provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan or OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

#### **7.4 Fund Recovery Based on Mistake of Fact**

Except as hereinafter provided or in accordance with Section 7.3, the Assets of the Trust shall never inure to the benefit of the Employer. The Assets shall be held for the exclusive purpose of funding the Employer's OPEB Obligation or Pension Obligation or both and defraying the reasonable expenses associated with the same. However, in the case of a contribution which is made by an Employer because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Employer, provided such return occurs within two (2) years after discovery by the Employer of the mistake. If any repayment is payable to the Employer, then, as a condition to such repayment, and only if requested by Trustee, the Employer shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

#### **7.5 Termination of Trust**

(a) The Trust and this Trust Agreement may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator. Upon termination of the Trust under this Section 7.5(a), the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be distributed by the Trustee when directed by the Plan Administrator in accordance with this Section 7.5(a). From and after the date of such termination and until final distribution of all Assets under each Employer's Agency Account, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such Assets, and the Agency Account shall continue until the Assets have been completely distributed. Any Assets remaining in the Pension Account or OPEB Account will be used first to satisfy any remaining Pension Obligation or OPEB Obligation, respectively, pursuant to the Employer's Pension Plan and OPEB Plan (to the extent that such distribution constitutes the exercise of an "essential governmental function" within the meaning of Section 115 of the Code) and to

satisfy any of such Employer's obligations under this Trust Agreement. Any Assets remaining in the Employer's Pension Account or OPEB Account (as applicable) after giving effect to the preceding sentence will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(b) Contributions to the Trust are conditioned on initial qualification of the Trust under Section 115 of the Code. If the Trust receives an adverse determination with respect to its initial qualification, then the Trust and this Trust Agreement will automatically terminate without any action by any Employer or other parties. After such termination, the Assets of each Employer's Pension Account or OPEB Account, as applicable, will be returned by the Trustee to the Employer as directed by the Plan Administrator in accordance with this Section 7.5(b) to the extent permitted by law and consistent with the requirements of Section 115 of the Code. This Section 7.5(b) will cease to apply upon the Trust's receipt of a favorable determination with respect to its initial qualification.

(c) The Trust and this Trust Agreement may be terminated only as described in this Section 7.5. In no case will the assets of the Trust be distributed on termination to an entity that is not a state, a political subdivision of a state or an entity the income of which is excluded from gross income under Section 115 of the Code.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

#### **8.1 Nonalienation**

Eligible Employees do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Employee or any other party. Trust Assets shall not be subject to the claims of any Employer or the claims of its creditors.

#### **8.2 Saving Clause**

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, but this instrument shall be construed and enforced as if said provision had never been included.

#### **8.3 Applicable Law**

This Trust Agreement and the Trust shall be construed, administered and governed under the Code and the law of the State of California. To the extent any

of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

#### **8.4 Joinder of Parties**

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in the Trust or any Agency Account shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement; provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under applicable law.

#### **8.5 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Employer) with respect to the interpretation of this Agreement or the Trustee's duties hereunder or with respect to any legal proceedings or any questions of law and shall be entitled to take action or not to take action in good faith reliance on the advice of such counsel and charge the Trust and, as applicable, one or more Agency Accounts.

#### **8.6 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

#### **8.7 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

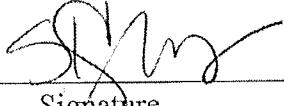
#### **8.8 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement), the Trustee and the Trust Administrator have executed this Trust Agreement by their duly authorized agents on the Effective Date.

**U.S. BANK NATIONAL ASSOCIATION**

**"Trustee"**

By: 

Signature

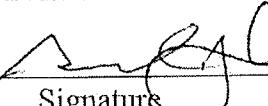
Susan M. Hughes

Typed or printed name

Its: Vice President & Relationship Manager

**PUBLIC AGENCY  
RETIREMENT SERVICES**

**"Trust Administrator"**

By: 

Signature

Daniel Johnson

Typed or printed name

Its: President