

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JUNE 11, 2019 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

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

10:00 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) SOCIAL SERVICES

- 1) Approve and authorize the Director of Social Services to sign continuing contract between County of Plumas and Plumas Rural Services, not to exceed \$119,000, for CalWORKS child care services; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Director of Social Services to sign contract between County of Plumas and Plumas Rural Services, not to exceed \$17,200, for Nurturing Classes offered to parents in the Child Welfare system; approved as to form by County Counsel [View Item](#)
- 3) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Fiscal and Technical Services Assistant I/II/III position, created by resignation [View Item](#)
- 4) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Deputy Director/Social Services Program Manager position, created by retirement [View Item](#)

B) ENGINEERING

Solid Waste: Approve, and authorize the Chair to sign, Amendment No. 2 to the existing professional services contract, not to exceed \$14,912.50, between County of Plumas and Vestra Resources, Inc. to perform sampling and testing for substances at the Chester and Gopher Hill Landfills; approved as to form by County Counsel [View Item](#)

C) PUBLIC HEALTH AGENCY

Veterans Services: Approve supplemental budget and unanticipated revenues (Budget Unit 20640) of \$10,000 for One-Time Funding from State of California Department of Veterans Affairs to support Veterans Mental Health endeavors; and approve budget transfer of \$23,700 (Budget Unit 20640) shifting funds to clear up negative accounts within payroll [View Item](#)

2. **DEPARTMENTAL MATTERS**

A) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Approve and authorize the Chair to sign Services Agreement between County of Plumas and Susan Scarlett, not to exceed \$35,000, for financial services through June 30, 2020; approved as to form by County Counsel [View Item](#)

B) **BECKWOURTH COUNTY SERVICE AREA** – Robert Perreault

Approve supplemental budget transfer of \$7,500 to increase Utilities Expense (527800) and Transfers Out Expense (528000) using Fund Balance; **four/fifths required roll call vote** [View Item](#)

C) **PUBLIC WORKS** – Robert Perreault

- 1) Presentation of the Quincy-Junction Road Safety Improvement Project – Federal Land Access Program; discussion and possible action [View Item](#)
- 2) Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Plumas County Community Development Commission pertaining to the maintenance of Wildwood Lane, District 3; approved as to form by County Counsel; discussion and possible action [View Item](#)

D) **COUNTY COUNSEL** – Craig Settemire

- 1) Adopt **RESOLUTION** Amending the Position Allocation to Flexibly Allocate Current Paralegal I/II/III as Paralegal I/II/III or Management Analyst I/II for County Counsel Department 20080. **Roll call vote** [View Item](#) [View Item](#)
- 2) Authorize County Counsel to fill vacant, funded and allocated 1.0 FTE Paralegal I/II/III or Management Analyst I/II, created by promotion to other county department; discussion and possible action [View Item](#)
- 3) Adopt **RESOLUTION** Exempting the County of Plumas from Providing Small Claims Advisory Services. **Roll call vote** [View Item](#)

3. **BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

4. **BOARD OF SUPERVISORS**

Report and update by Susan Scarlett, Budget Consultant on the FY 2019-2020 Budget preparation/process; discussion, possible action and/or direction

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Behavioral Health Director
- B. Conference with Legal Counsel: Claim Against the County filed by Chris David – The Iron Door Restaurant on March 28, 2019 [View Item](#)
- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- D. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350-48; 117-350-49; 117-350-50; 116-310-01; 117-140-26
- E. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- I. 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, June 18, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

1A1

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 28, 2019
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JUNE 11, 2019
RE: APPROVAL OF AGREEMENT WITH PLUMAS RURAL SERVICES
FOR CALWORKS CHILD CARE SERVICES

It is Recommended that the Board of Supervisors:

1. Approve a continuing contract with Plumas Rural Services for CalWORKs child care services for FY 2019-2020.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion:

The Department of Social Services has a continuing agreement with Plumas Rural Services, Inc. (PRS) to administer the child care services that are provided to recipients of CalWORKs cash assistance while they are participating in the mandatory Welfare-to-Work activities. As the state-recognized Alternate Payment Program (APP) administrator for all child care programs, PRS has the administrative and program resources that are necessary to carry out this work.

The services provided by PRS include information and referral, processing payments to child care providers and coordinating or delivering training to providers of child care. The agreement before your Board today contains a clause that allows for a two extensions for an additional twelve month periods. Such extensions would be subject to the availability of state funding for the additional terms and an agreement regarding compensation.

Financial Impact:

The total value of this contract is \$119,000 for Fiscal Year 2019-2020. Because the local administration of CalWORKs requires a Maintenance of Effort for all programs the funds for child care are from state and Federal sources. The Department's recommended budget for FY 2019-

.J contains sufficient funding for this agreement. The contract includes language for immediate termination in the event that state funds are not available for it.

Other Agency Involvement

County Counsel has reviewed the agreement and has approved it as to form.

Copy: PCDSS Management Staff (w/o enclosure)
Ms. Michelle Pillar, Executive Director, PRS (w/o enclosure)

Enclosure

CONTRACT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
&
PLUMAS RURAL SERVICES, INC.
for
CalWORKs Stage I Childcare

The parties to this Agreement are County of Plumas, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as PCDSS) and Plumas Rural Services, Inc. (hereinafter referred to as PRS). The purpose of this Agreement is to specify the terms and conditions under which PRS will provide CalWORKs Stage I Childcare Services to eligible CalWORKs participants.

The parties agree as follows:

1. Scope of Work. PRS, an independent contractor in all respects, shall provide the services that are specified in Attachment I to this document. PCDSS responsibilities in connection with this Agreement are specified in Attachment II to this document.
2. Contract Price.
 - a. Reimbursement for costs incurred by PRS in performance of this Agreement consists of two principal components:
 - PRS childcare support services and administration costs;
 - Reimbursement of childcare provider costs.
 - b. The total maximum reimbursable amount during the twelve-month term of this Agreement for the combined activities of the two components identified in subparagraph 2.a above is anticipated to be one-hundred nineteen thousand dollars (\$119,000). (To the extent that adoption of a State budget for FY 2019-2020 changes this figure to a lesser amount, the parties will meet to negotiate the execution of an amended maximum reimbursement amount).
 - c. The parties to this Agreement agree that it is their intent that fifty-nine thousand dollars (\$59,000) should be used as vouchers for purchase of childcare from licensed and exempt childcare centers, licensed family childcare homes and licensed exempt childcare providers; and/or to provide direct services to providers such as training, education to childcare providers and consumer education. The parties further intend that sixty thousand dollars (\$60,000) should be used for childcare support and administrative services. **Inasmuch as the use of childcare services is expected to fluctuate, the parties recognize that adherence to this intent may not be practical at all times.**

3. Payment.

- a. PCDSS shall reimburse PRS on the basis of monthly invoices submitted by the 20th day following the report month. Reports will be signed by a PRS authorized representative and will use a fiscal reporting format mutually agreed upon by PCDSS and PRS.
- b. PRS will submit a final summary of all service related and voucher costs within 90 days following the end date for the agreement. A total of all vouchers (with detail for voucher costs not previously billed) and a total by cost category of cumulative service costs will be included in this report. The authorized agency representative must sign this final report.

4. Term.

- a. The effective period of this Agreement shall be from **July 1, 2019** through **June 30, 2020**.
- b. All prior agreements, contracts and amendments will be superseded upon the approval of this Contract effective **July 1, 2019**.

5. Completion of Work and Warranty.

The services requested under this Agreement are nonexclusive and shall be completed promptly and competently. Failure to do so shall be good cause for immediate termination of this Agreement by County. No work shall be subcontracted or assigned without written consent of County.

6. 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 thousand 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
- 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.

7. Hold Harmless.

PRS shall indemnify and hold harmless County from any and all claims, liabilities, expenses (including attorney's fees), or damages of any nature arising out of or in any way connected with the intentional or negligent acts or omissions of PRS, its employees, agents or subcontractors in the performance of this Agreement.

8. Termination.

- a. This Agreement may be terminated, for any reason, by either of the parties by notifying the other party in writing thirty (30) days prior to the effective date of the termination.
- b. If during the term of this Agreement, the state and/or federal funds appropriated for the purposes of the agreement are reduced or eliminated by the California Legislature or the United States Government, the PCDSS may immediately terminate this Agreement upon written notice to PRS.
- c. If this Agreement is terminated before the end of its term, PRS shall be paid for all expenses encumbered by this Agreement through the date of termination.
- d. Notice(s) required by sub-paragraphs 8.a and 8.b would be effective upon delivery to the agreement monitor at their regular business address.
- e. The agreement monitor during the term of this Agreement shall be the Plumas Rural Services Director or her designee at 586 Jackson Street, Quincy, CA 95971; (530) 283-3611 for PRS; and shall be the County Department of Social Services Director or his designee at 270 County Hospital Road, Suite 207, Quincy, CA 95971; (530) 283-6350 for PCDSS.

9. Notices.

Notices can be sent as follows by first class mail and deemed effective five days later. If personally delivered, date of actual delivery is the date of receipt.

County of Plumas:
Neal Caiazzo, Director
270 County Hospital Rd., Suite 207
Quincy, CA 95971

PRS:
Michele Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

10. General Provisions

- a. The laws of the State of California shall govern this Agreement.

- b. Both parties to this Agreement agree to adhere to the applicable federal and state legislation concerning nondiscrimination and childcare services.
- c. This Agreement may be amended only in writing with the mutual consent of both parties.
- d. PRS agrees to make available to each local office any of the records for inspection, audit or reproduction by an authorized representative of PCDSS during normal business hours.
- e. PRS shall maintain records documenting expenditures received under this Agreement for at least three years from the termination date of this Agreement. If PRS receives notice that any litigation relating to this Agreement, claim or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation claims or audit findings are resolved.
- f. The Contractor's single audit as prescribed in Public Law 98-052 shall generally fulfill the financial audit requirement of the State Department of Social Services Manual of Policies and Procedures Section 23-640.2. If requested, PRS will provide PCDSS with a copy of the final single audit.
- g. PRS may maintain any of the records required to be kept under this Agreement by substituting photographs, microphotographs or other authentic reproduction of such records.
- h. PRS agrees to administer this Agreement in accordance with the Plumas County CalWORKs plan approved by the Plumas County Board of Supervisors on December 16, 1997 and any amendments thereafter.

11. Attest.

The undersigned attest that they are duly authorized representatives of their agencies and have been given authority by their respective governing bodies to execute this agreement.

PLUMAS CO. DEPT. OF SOCIAL SERVICES

PLUMAS RURAL SERVICES, INC.

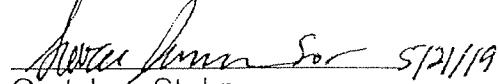
NEAL CAIAZZO
DIRECTOR

MICHELE LYNN PILLER
EXECUTIVE DIRECTOR

Date

Date

APPROVED AS TO FORM:


Gretchen Stuhr
Deputy County Counsel

Attachment I: PRS Responsibilities

PRS will be responsible for the following:

1. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
2. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.
3. Provide childcare referrals to local childcare providers for those participants who require assistance in obtaining childcare.
4. Provide CalWORKs participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
5. Maintain a log of complaints received from parents.
6. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
7. Provide data reports as requested by PCDSS and as required by AB 1542.
8. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
9. Inform childcare providers of training opportunities to enhance their skills.
10. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.
11. Submit to PCDSS an annual independent financial audit, which includes the funds payable under this Agreement.

Attachment II: PCDSS Responsibilities

PCDSS will be responsible for the following:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.
2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.
3. Determine the amount of and collect overpayments from participants.
4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.
5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.
6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 28, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 11, 2019, CONSENT AGENDA

RE: APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR PROVIDING PARENTING CLASSES

It is Recommended that the Board of Supervisors

1. Approve a contract between the Department of Social Services and Plumas Rural Services Nurturing Parent classes offered to parents of children who are in the Child Welfare system.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 13 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that

...ep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

Financial Impact

Funding for this agreement comes from the Department's allocation of funds for CWS system improvement and from 2011 Public Safety Realignment. There is no cost to the County General Fund. Under the practice that is in place for these services, PRS invoices the Department periodically for the cost of services.

Other Agency Involvement

County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: DSS Management (memo only)
Ms. Michele Piller, Plumas Rural Services (memo only)

Enclosure

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 Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parenting Classes throughout Plumas County 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 amount of \$17,200.00 (SEVENTEEN THOUSAND TWO HUNDRED DOLLARS), as set forth in Exhibit B, attached hereto.
3. Term. The term of this Agreement commences July 1, 2019 and shall remain in effect through June 30, 2020, unless terminated earlier pursuant to this Agreement.
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, 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 thousand 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
 - 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.
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:

Plumas County Dept. of Social Services
Attention: Neal Caiazzo, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Michele Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

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. **NOTE: Only for contracts in excess of \$10,000.]**

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

CONTRACTOR:

Plumas Rural Services, Inc., a California Corporation

By: _____
Name: Michele Piller
Title: Executive Director
Date signed:

COUNTY:

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

By: Neal Caiazzo
Name: Neal Caiazzo
Title: Director
Date signed:

APPROVED AS TO FORM:

Gretchen Stuhr
Gretchen Stuhr
Deputy County Counsel
5/23/19

EXHIBIT A**Scope of Work for Nurturing Parenting Classes 2019-2020**

PRS will provide the Nurturing Parenting 8-week parent education classes countywide to promote development of positive parenting skills.

To these ends, PRS will implement the following activities:

- Using the Nurturing Parenting evidence-based curriculum, provide 8-week parenting classes 9 times per year (2 each in Chester, Greenville, Portola and 3 in Quincy).
- Host community professionals at parenting classes to provide caregivers with information related to critical skills and community resources.
- Pre & post tests included with the curriculum will be used to evaluate the program.
- A post-workshop survey will be administered to attendees in order to evaluate the success of the workshop instruction.
- Enroll members from Plumas County families with children under the age of 18 in Nurturing Parenting Classes.
- Survey caregiver members annually to gauge their awareness of child care and other support services available, their utilization of services, and whether Nurturing Parenting Classes participation has helped them strengthen the 5 Protective Factors.

Deliverables:

Quarterly data will include:

- # of caregivers who attend 8-week parenting classes
- % of caregivers who feel parenting classes have helped to strengthen their support network
- % of caregivers who feel parenting classes have helped to reduce stressors in the home
- # of Nurturing Parenting Classes members receiving support services
- # of hours exchanged by Nurturing Parenting Classes members providing and/or receiving family support services
- % of caregivers who feel Nurturing Parenting Classes helps to reduce stressors in the home
- % of caregivers who feel Nurturing Parenting Classes has helped to strengthen their support network
- Annual Presentation to Plumas Children's Council
- Additional information, if required by the Office of Child Abuse Prevention

EXHIBIT B

PRS Budget 2019-2020

| | |
|-------------------------------------|--------------------|
| <u>Nurturing Parenting Classes:</u> | \$17,200.00 |
| Total: | \$17,200.00 |



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1A3

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

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 29, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 11, 2019

RE: AUTHORIZATON TO FILL A VACANT FISCAL AND TECHNICAL SERVICES
ASSISTANT I/II/III POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant and funded 1.00 FTE Fiscal and Technical Services Assistant I/II/III position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Fiscal and Technical Services Assistant I/II/III classification. The position is vacant due to the prior incumbent accepting a job closer to her home effective June 5, 2019. This FTA position performs a variety of duties associated with monitoring and controlling financial performance and indicators, posting expenditures and revenues and other fiscal and administrative support tasks as needed. The work is critical to effectively serving the public. The Department requests the authority to fill the position as soon as administratively feasible.

Financial Impact

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures (3)

Position Classification: Fiscal and Technical Services Assistant I/II/III

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for support of financial accounting, revenue tracking, administrative claiming and assistance monitoring and claiming. The position is typically assigned the most difficult levels of support for the financial accounting functions in the Department of Social Services. Depending upon the background and experience of the incumbent, the position can be assigned work connected with elements of administrative claiming and control. The position can also be assigned work in connection with control over the maintenance and operations of the Department's motor pool.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Fiscal and Technical Services Assistant

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Public social services are state mandated.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth. The position performs state-mandated fiscal and technical support.

- How long has the position been vacant?

Answer: The position became vacant effective June 5, 2019.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

- What core function will be impacted without filling the position prior to July 1?

Answer: We will not be able to process perform tasks associated financial accounting and claiming.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: We will not expend state funds that have been allocated to this function .

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

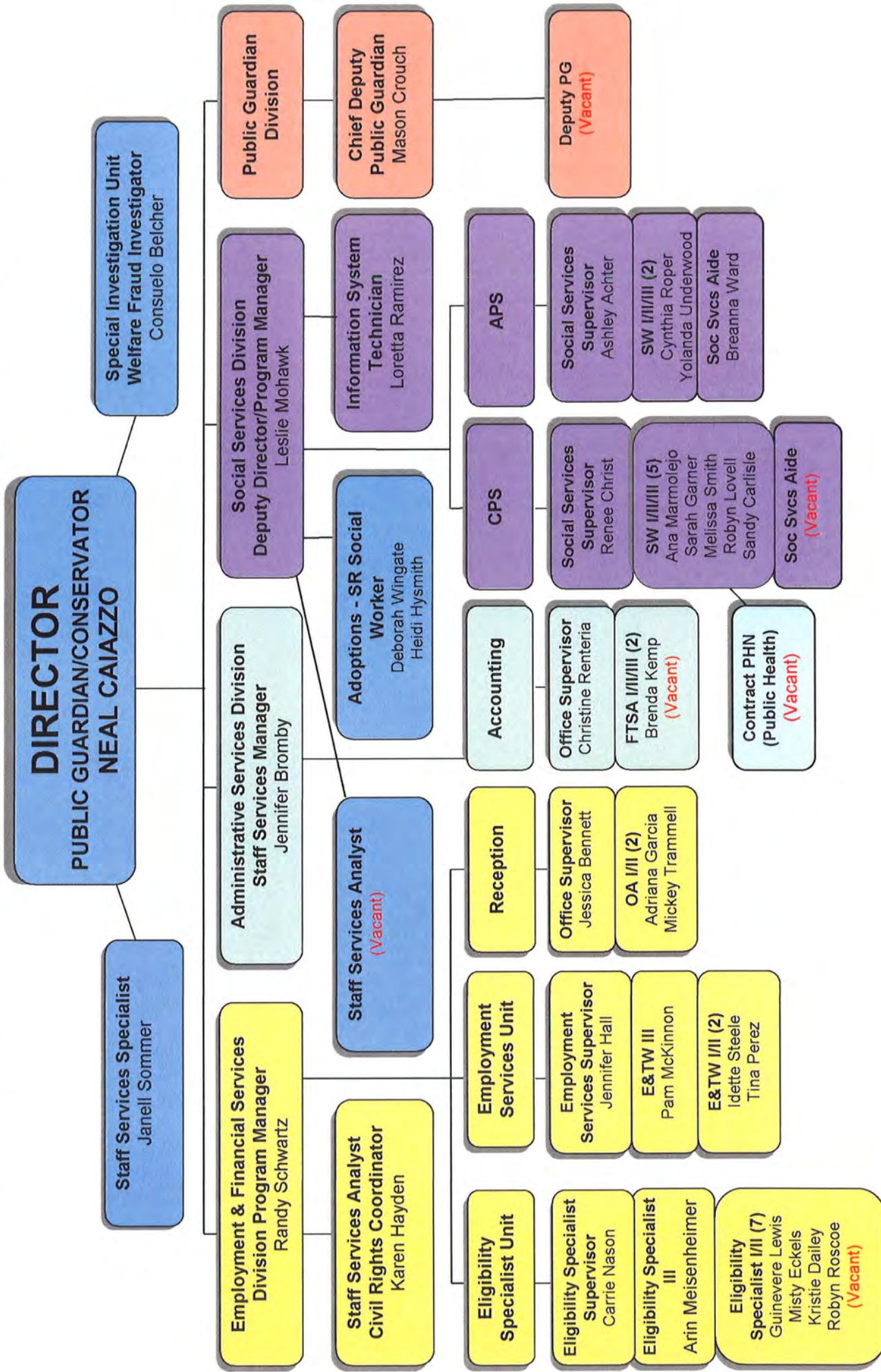
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1A4

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

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 30, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 11, 2019

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED DEPUTY DIRECTOR/
SOCIAL SERVICES PROGRAM MANAGER POSITION AS SOON AS
ADMINISTRATIVELY POSSIBLE

It is Recommended that the Board of Supervisors:

Authorize the Department of Social Services to fill a vacant and funded Deputy Director/Social Services Program Manager position as soon as administratively possible.

Background and Discussion

The Deputy Director/Social Services Program Manager position in the Department of Social Services is a single, one-of-a-kind position. This position provides management oversight of the Social Services Division. The following mandated services are provided within this division: In-Home Supportive Services – Mandated under Welfare and Institutions Code Section 12300, et seq., Child Protective Services – Mandated under Welfare and Institutions Code Section 16500, et seq., Foster Care Services - Mandated under Welfare and Institutions Code under various sections, Adult Protective Services, Independent Living Service for Transitioning Foster Youth. The Department's Child Welfare Services programs include Emergency Response Child Protective Services. The Deputy Director/Social Services Program Manager position requires a Master's Degree in Social Work (MSW) or must be a Licensed Clinical Social Worker (LCSW). The position becomes vacant due to the prior incumbent retiring on June 28, 2019.

Financial Impact

As explained in more detail in the enclosures, the position is fully funded by state, federal and Realignment dollars. There are no General Fund dollars utilized to support this position.

Copies: DSS Management Staff
Nancy Selvage, Human Resources Director
Enclosures

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Deputy Director/Social Services Program Manager I

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is assigned duties that include public protection, specifically, abused and neglected children. This is a mission critical position.

- How long has the position been vacant?

Answer: The position becomes vacant effective June 28, 2019 .

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

- What core function will be impacted without filling the position prior to July 1?

Answer: Children Protective Services is a mission critical function. Absence of a supervisory position can add to the risks associated with determining the level of child safety present in a home situation.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

Position Classification: Deputy Director/Social Services Program Manager I

FTE: 1.00

Budgeted Position: Yes

This position is budgeted in the current fiscal year. The funding sources to support it come from federal pass through dollars, State General Fund dollars and Realignment funds.

Mandated Program: Yes

This position provides management oversight of the Social Services Division of the Department. The following mandated services are provided within this division:

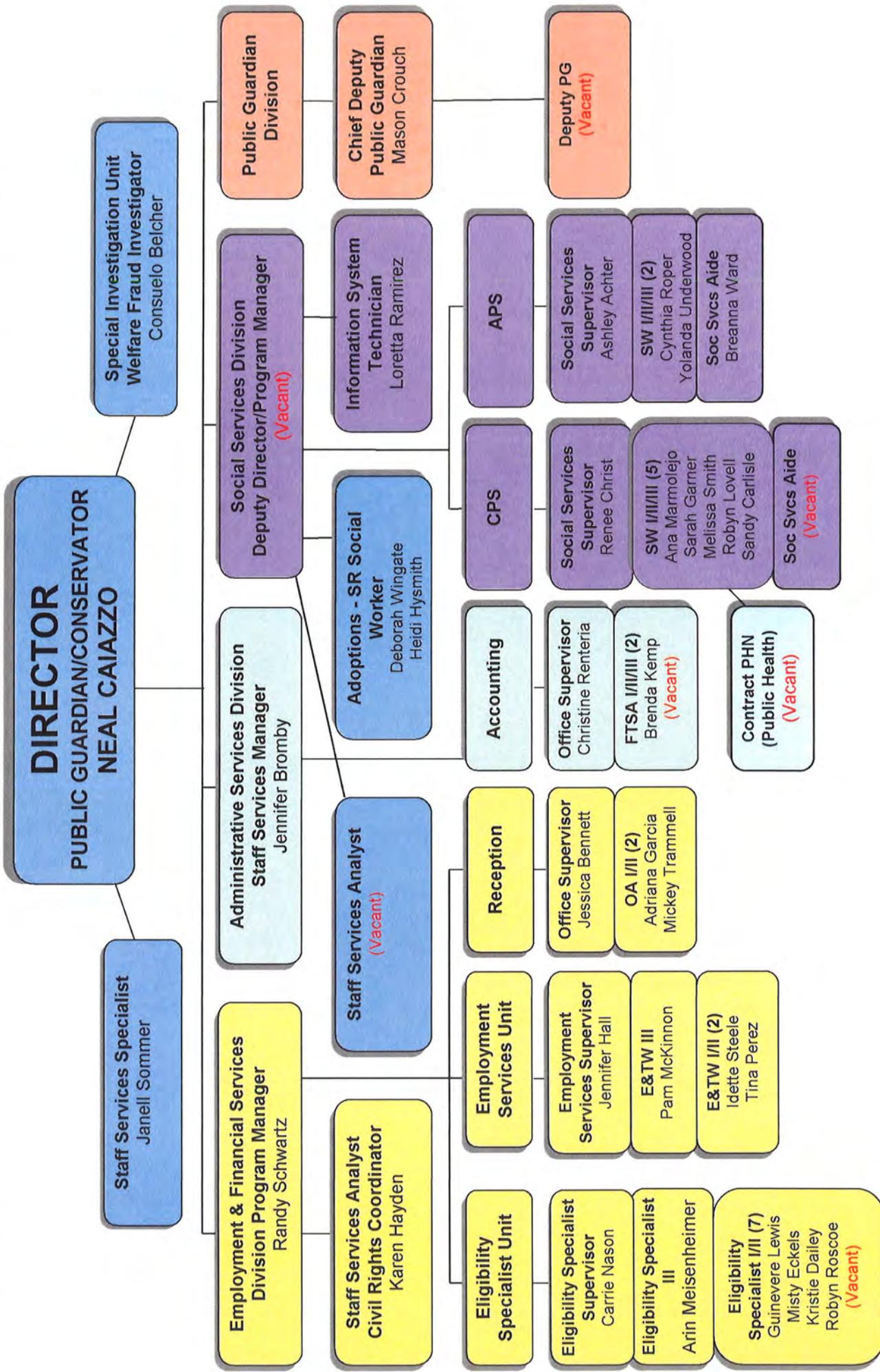
- ▲ In-Home Supportive Services – Mandated under Welfare and Institutions Code Section 12300, et seq.
- ▲ Child Protective Services – Mandated under Welfare and Institutions Code Section 16500, et seq.
- ▲ Foster Care Services - Mandated under Welfare and Institutions Code under various sections.
- ▲ Adult Protective Services
- ▲ Independent Living Service for Transitioning Foster Youth.

Position Description:

Please refer to the enclosed Plumas County classification description. In addition to providing management oversight of the above-listed mandated programs, this position is also assigned duties as the Deputy Director.

Funding Sources: The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



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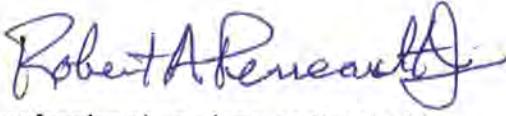
PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. *Director of Public Works*

CONSENT AGENDA REQUEST
for the June 11, 2019 Meeting of the Board of Supervisors

June 03, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Approve Amendment No. 2 to the existing professional services contract with Vestra Resources Inc. to perform sampling and testing for Per- and Polyfluorinated alkyl substances (PFAS) at the Chester and Gopher Hill Landfills, in the amount not to exceed \$14,912.50 (for only Amendment No. 2)

Background

Vestra Resources Inc. performs groundwater sampling and state reporting at the Chester Landfill for the Department of Public Works – Solid Waste Division as required by the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (collectively, the Water Boards). Vestra Resources Inc. is currently under contract with the Department of Public Works to perform these services through July 1, 2021.

Per- and polyfluorinated alkyl substances (PFAS) are compounds of increasing human health and environmental concern. PFAS are manmade chemicals consisting of an alkane or alkene backbone saturated with fluorine. There are over 3,000 known PFAS. They have been produced since the 1970s, and have been especially prevalent since the 1990s. Today, they are found in a wide range of industrial and consumer products from precision instrument parts to candy wrappers. While the physical and chemical properties of PFAS vary widely, their usage tends to certain around their hydrophobic, non-stick, and friction-reducing properties. Because of their widespread usage, the RWQCB considers it reasonable that most municipal solid waste (MSW) landfills would contain PFAS-bearing materials. Many PFAS-containing products have been shown to breakdown quite readily and release PFAS into the environment. While the two PFAS of greatest concern, perfluorooctanoate (PFOA) and perfluorooctanesulfonate (PFOS), were largely phased out by 2006, they remain widespread in the environment.

Research has shown the potential for adverse health effects from certain PFAS at concentrations as low as 1 part per trillion. Coupled with the persistence of PFAS in the environment, their high mobility in groundwater and bioaccumulation has made them a major emerging environmental and human health concern. To complicate matters further, several commonly used PFAS may break down in the environment into potentially more toxic PFAS compounds. As part of a national effort by the United States Environmental Protection Agency (USEPA), the State of California is conducting a state-wide assessment of PFAS sources and

Consent Agenda Request

For the June 11, 2019 meeting of the Plumas County Board of Supervisors

Page 2

impacts. USEPA has established a Lifetime Health Advisory (LHA) for PFOA and PFOS of 70 parts per trillion (ppt). This concentration is treated as a screening level. Concentrations above this limit require a response. USEPA is currently working on devising screening levels for several other PFAS.

As part of this effort, the RWQCB has issued Water Quality Order WQ 2019-0006-DWQ (Order) requiring that selected landfill facilities sample groundwater and leachate for a list of PFAS compounds. Both the Chester Landfill and Gopher Hill Landfill have been identified as facilities subject to the Order. Unless sampling reveals concentrations of PFOA or PFOS above the LHA of 70 ppt, no ongoing monitoring will be required and this will be a one-time event.

Additional funding of \$14,912.50 (Fourteen Thousand Nin Hundred Twelve Dollars and Fifty cents) is required to perform further groundwater sampling, evaluation, technical reporting, planning through FY 2021. The Department has sufficient funding in our Solid Waste Division budget to cover these new costs. The Department will have funds available to cover these services for the duration for the contract period.

The attached Amendment No. 2 has been reviewed and approved as to form by County Counsel.

Recommendations

The Director of Public Works respectfully recommends that the Board of Supervisors: approve Amendment No. 2 and authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 2 to the existing professional services contract with Vestra Resources Inc. to perform preparation of an PFAS Sampling reports for Chester and Gopher Hill Landfills through FY 2021.

Attachment:

1. Letter, Dated April 10, 2019, titled: Contract Amendment, PSW19-0001, PFAS Sampling, Chester and Gopher Hill Landfills, WQ Order 2019-0006-DWQ
2. Plumas County Contract No. PWSW19-001 Amendment No. 2



ATTACHMENT No. 1

5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

April 10, 2019

GIS, Environmental, & Engineering Services

702010

Mr. Bob Perreault
Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Via Email
bobperreault@countyofplumas.com

**RE: Contract Amendment
PSW19-0001
PFAS Sampling
Chester and Gopher Hill Landfills
WQ Order 2019-0006-DWQ**

Dear Mr. Perreault:

As you are aware, the Central Valley Regional Water Quality Control Board (RWQCB) recently issued Water Quality Order WQ 2019-0006-DWQ. This Order requires, in part, that identified solid waste disposal facilities conduct groundwater sampling for per- and polyfluoroalkyl substances (PFAS). A list of subject facilities is included in the Order. Both Chester Landfill and the Gopher Hill Landfill are included on this list.

At your request, we have prepared this Scope of Work and Cost Estimate for PFAS sampling and reporting at the two landfills. Unless elevated levels of certain PFAS are detected, this sampling should be a one-time event. Individual tasks for meeting the requirements of the Order are outlined in the attached Scope. The proposed work can be performed under an amendment to our existing contract.

If you have any questions, please contact me at 530-223-2585.

Sincerely,

Contract Amendment PSW19-0001 Approved by:

VESTRA Resources, Inc.

Plumas County Department of Public Works

Jason Antognini
Project Geologist

Robert Perreault
Director

Date: _____

Exhibit "A"
SCOPE OF WORK
PFAS SAMPLING - CHESTER AND GOPHER HILL LANDFILLS

INTRODUCTION

Per- and polyfluorinated alkyl substances (PFAS) are compounds of increasing human health and environmental concern. PFAS are manmade chemicals consisting of an alkane or alkene backbone saturated with fluorine. There are over 3,000 known PFAS. They have been produced since the 1970s, and have been especially prevalent since the 1990s. Today, they are found in a wide range of industrial and consumer products from precision instrument parts to candy wrappers. While the physical and chemical properties of PFAS vary widely, their usage tends to center around their hydrophobic, non-stick, and friction-reducing properties. Because of their widespread usage, the RWQCB considers it reasonable that most municipal solid waste (MSW) landfills would contain PFAS-bearing materials. Many PFAS-containing products have been shown to breakdown quite readily and release PFAS into the environment. While the two PFAS of greatest concern, perfluorooctanoate (PFOA) and perfluorooctanesulfonate (PFOS), were largely phased out by 2006, they remain widespread in the environment.

Research has shown the potential for adverse health effects from certain PFAS at concentrations as low as 1 part per trillion. Coupled with the persistence of PFAS in the environment, their high mobility in groundwater and bioaccumulation has made them a major emerging environmental and human health concern. To complicate matters further, several commonly used PFAS may break down in the environment into potentially more toxic PFAS compounds. As part of a national effort by the United States Environmental Protection Agency (USEPA), the State of California is conducting a state-wide assessment of PFAS sources and impacts. USEPA has established a Lifetime Health Advisory (LHA) for PFOA and PFOS of 70 parts per trillion (ppt). This concentration is treated as a screening level. Concentrations above this limit require a response. USEPA is currently working on devising screening levels for several other PFAS.

As part of this effort, the RWQCB has issued Water Quality Order WQ 2019-0006-DWQ (Order) requiring that selected landfill facilities sample groundwater and leachate for a list of PFAS compounds. Both the Chester Landfill and Gopher Hill Landfill have identified as facilities subject to the Order. Unless sampling reveals concentrations of PFOA or PFOS above the LHA of 70 ppt, no ongoing monitoring is required and this will be a one-time event. The tasks necessary to bring the Gopher Hill and Chester Landfills in compliance with this Order are outlined below.

SCOPE OF WORK

Task 1 Work Plan and HASP

Under the Order, the RWQCB requires that the owners of identified land disposal facilities submit a work plan outlining the proposed PFAS. This work plan must be approved by the RWQCB prior to any sampling for PFAS. The work plan needs to be submitted by May 20, 2019. At a minimum, the work plan must include the following:

- A map identifying the locations of the leachate and groundwater sample points
- A Sampling and Analysis Plan (SAP) that contains quality assurance and quality control procedures, sampling procedures, discussion of sampling equipment, blank preparation/collection, decontamination, holding times, sample containers, and sample quantities.
- Analytical methods, analytical laboratory, and reporting limits
- The work plan must be prepared under the direction of an appropriately licensed professional

Due to the effects of PFAS sampling requirements on personal protective equipment choices, a Health and Safety Plan (HASP) will also need to be prepared pursuant to RWQCB guidance. The work plan will also include a proposed sampling schedule. This task also includes time for response to RWQCB comments.

Task 2 PFAS Sampling

A VESTRA geologist will perform the PFAS sampling. Because of the ubiquity of PFAS in the environment and in commonly used materials, special sampling procedures are required. The low LHA of 70 ppt and method detection limits of ~2ppt mean special precautions need to be taken to minimize the risk of sample contamination. Sampling for PFAS will thus likely take longer than routine sampling. Similar to low-level mercury sampling, a two person crew is required to reduce the risk of sample contamination: one person in the staging area, and another individual who actually handles and collects the samples. It is estimated that a full 8-hour day, not including driving time, will be needed to sample each site. Two each per site are reserved for mobilization, demobilization, and sample shipment. Estimated sample shipment costs, mileage, and consumables are also included in this task. Sampling can be performed concurrently with regularly scheduled sampling under the WDRs for the sites, but may not be practical due to the special requirements of PFAS sampling.

Task 3 Laboratory Analytical

Order WQ 2019-006-DWQ requires that landfill groundwater and leachate samples be analyzed for 23 PFAS compounds listed in Table 1 of Attachment 2 of the Order. The Order also recommends analysis for 17 additional PFAS. At this time, there is no standard method for the analysis of PFAS compounds in matrices other than drinking water. Most facilities use a modified version of EPA Method 537 with isotope dilution in order to reach the very low detection limits required by the Order. Analytical laboratories must meet the quality control and quality assurance requirements specified in Table 15 of the Department of Defense (DoD) Quality Systems Manual for Environmental Laboratories, version 5.1 or later. Very few analytical laboratories currently meet this requirement. VESTRA intends to retain the services of the Test America Laboratory in Sacramento, California for these analyses. This is a leading facility for the analysis of these compounds and is involved in active research regarding the analysis and quantitation of PFAS.

Test America's estimated cost is included under this task, along with a standard 15 percent mark-up. Standard turn-around time is 20 business days. Rush analysis is available at additional cost. The estimated cost is for the 23 required PFAS and two additional recommended compounds.

Analytical methods for the other recommended compounds are still being developed. The Order is flexible regarding the number of samples that need to be collected, so long as the samples are representative of all site conditions. A summary of the analyses, along with a tentative number of samples is given in Table 1. The final number of samples may differ if requested by the RWQCB.

| Table 1 ANALYTICAL SUMMARY – LANDFILL PFAS SAMPLING | | | | | |
|--|--------|----------|-----------------|-----------|-------------------|
| Sample Type | Number | Analysis | Method | Unit Cost | Subtotal Cost |
| Gopher Hill Landfill | | | | | |
| Groundwater | 4 | PFAS | EPA Method 537M | \$300 | \$1,200 |
| Leachate | 1 | PFAS | EPA Method 537M | \$350 | \$350 |
| Blank/Duplicate ¹ | 3 | PFAS | EPA Method 537M | \$300 | \$900 |
| Chester Landfill | | | | | |
| Groundwater | 4 | PFAS | EPA Method 537M | \$300 | \$1,200 |
| Blank/Duplicate ¹ | 3 | PFAS | EPA Method 537M | \$300 | \$900 |
| Total Cost (Includes 15% Mark-up) | | | | | \$5,232.50 |
| Notes: 1 One duplicate sample, one equipment blank, and one equipment blank per sampling site | | | | | |

Task 4 Reporting

The Order requires that a Final Sampling and Analysis Report (Report) be submitted within 90 days of work plan approval. The Report must include:

- A map of sample locations
- Activity summary, including sampling procedures, equipment, decontamination procedures
- QA/QC activity summary
- Field logs
- Laboratory analytical reports
- Data presented in a tabular format
- Any deviations from the work plan
- Discussion of results

The Report will be submitted to the RWQCB via the State of California's GeoTracker website.

Task 5 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "B"
COST ESTIMATE
PFAS SAMPLING - CHESTER AND GOPHER HILL LANDFILLS

The estimated costs to complete the work are summarized in Table 1.

| Table 1 COST ESTIMATE | | | | |
|--|---------------------------------------|------------------------|-------------------------------|-------------------------------------|
| Task No. | Description | VESTRA Cost | Subcontractor Cost | Total Estimated Cost |
| 1 | Work Plan/HASP | \$2,000 | -- | \$2,000 |
| 2 | PFAS Sampling | \$5,000 | -- | \$5,000 |
| 3 | Laboratory Analytical | -- | \$5,232.50 | \$5,232.50 |
| 4 | Reporting | \$1,800 | -- | \$1,800 |
| 5 | Project Management (10%) ¹ | | | \$880 |
| Total Estimated Cost | | | | \$14,912.50 |
| Notes: 1 Project management cost calculation does not include subcontracted laboratory analytical costs | | | | |

Exhibit "C"
RATE SCHEDULE
PFAS SAMPLING - CHESTER AND GOPHER HILL LANDFILLS



2019 VESTRA RATE SCHEDULE

| Staff Classification | Per Hour |
|--|---------------------|
| Environmental Services | |
| Environmental Technician | \$50.00 - \$85.00 |
| Regulatory Compliance Specialist | \$75.00 - \$100.00 |
| Environmental GIS Analyst | \$95.00 |
| Associate Geologist | \$85.00-\$105.00 |
| Associate Hydrologist | \$85.00-\$100.00 |
| Environmental Scientist | \$75.00-\$110.00 |
| Senior Regulatory Compliance Specialist | \$100-\$110.00 |
| Professional Geologist | \$120.00-\$150.00 |
| Professional Hydrologist | \$120.00-\$150 |
| Project Manager | \$100-\$150.00 |
| Senior Project Manager | \$165.00-\$190.00 |
| Principal Consultant | \$165.00-\$190.00 |
| Biological Services | |
| Biological Technician | \$50.00 - \$85.00 |
| Senior Biologist | \$95.00-\$110.00 |
| Engineering Services | |
| Engineering Technician | \$55.00 - \$75.00 |
| Staff Engineer | \$90.00 |
| Associate Engineer | \$100.00 |
| Professional Land Surveyor | \$110.00 - \$115.00 |
| Senior Engineer | \$145.00 - \$160.00 |
| Survey Crew | \$110.00 - \$190.00 |
| Equipment Classifications | |
| Large Format Color Printer | \$38.00/hour |
| Small Format Color Printer -- Color Copies | \$1.00/copy |
| Small Format Color Printer -- Black & White | \$0.50/copy |
| Small Format Black & White Printer | \$0.15/copy |
| Faxes | \$2.00/page |
| Vehicle Mileage | \$0.60/mile |
| Administration | |
| Admin Clerk/ Document Production Technician | \$30.00-\$50.00 |
| Admin Supervisor 1/ Document Production Supervisor | \$60.00-\$80.00 |

Materials and Travel Expenses: Billed as direct reimbursement plus 15%

Subcontractors: Billed as direct reimbursement plus 15%

Terms: Due and payable upon receipt. 1 ¾ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

**AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT
For Professional and Monitoring Support Services for the Plumas County Solid Waste Program,
dated April 25, 2019**

This AMENDMENT NO. 1 to the above referenced PROFESSIONAL SERVICES AGREEMENT, is made and entered into this _____ day of _____ 2019 ("Effective Date") by and between the COUNTY OF PLUMAS ("County") and VESTRA RESOURCES, INC., a California Corporation, (hereinafter referred to as "Consultant"). Said contract is hereby amended as follows:

2.1. Compensation. Consultant's compensation terms, as set forth in the July 1, 2018 Agreement, shall be increased by an additional Fourteen Thousand Nine Hundred Twelve Dollars and Fifty cents (\$14,912.50). Total compensation, including the base contract, AMENDMENT No. 1, and this AMENDMENT No. 2 shall in no case exceed Two Hundred and Sixty-Nine Thousand, Five Hundred and Eighty-Seven Dollars and Fifty cents (\$269,587.50). See attached Exhibit "B"

Other Contract Provisions.

All other contract provisions set forth in the July 1, 2018 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Amendment No. 2 shall commence, retroactively, on April 26, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

Taxpayer ID Number: 68-0150306

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

Robert A. Perreault, Jr., P.E.
Director of Public Works

Date: _____

APPROVED AS TO FORM:


Plumas County Counsel

Date: 5/20/19 _____

APPROVED:

Michael Sanchez,
Chair, Plumas County Board of Supervisors

Date: _____

Exhibit "B"
COST ESTIMATE
PFAS SAMPLING - CHESTER AND GOPHER HILL LANDFILLS

The estimated costs to complete the work are summarized in Table 1.

Table 1
COST ESTIMATE

| Task No. | Description | COST ESTIMATE | | | Total Estimated Cost |
|-----------------------------|---------------------------------------|---------------|--------------------|----|----------------------|
| | | VESTRA Cost | Subcontractor Cost | | |
| 1 | Work Plan/HASP | \$2,000 | .. | .. | \$2,000 |
| 2 | PFAS Sampling | \$5,000 | .. | .. | \$5,000 |
| 3 | Laboratory Analytical | .. | \$5,232.50 | .. | \$5,232.50 |
| 4 | Reporting | \$1,800 | .. | .. | \$1,800 |
| 5 | Project Management (10%) ¹ | .. | .. | .. | \$880 |
| Total Estimated Cost | | | | | \$14,912.50 |

Notes:

¹ Project management cost calculation does not include subcontracted laboratory analytical costs



lc

Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Mark Satterfield, M.D., Health Officer

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for June 11, 2019

Recommendation: Approve:

- a. A Supplemental Budget and unanticipated revenues (Budget Unit 20640) in the amount of \$10,000.00 for One-Time Funding from State of California Department of Veterans Affairs to support Veterans Mental Health endeavors,
- b. A Budget Transfer (Budget Unit 20640) in the amount of \$23,700.00 shifting funds to clear up negative accounts within payroll.

Background: The California Department of Veterans Affairs awarded Plumas County Veterans Service Office with a one-time subsidy in support of Proposition 63, Mental Health Services Act (MHSA). The purpose of the MHSA is to expand and enhance county mental health services for Veterans, including treatment and other related recovery programs, in California communities where they reside or return after military service.

On April 2, 2019 Plumas County received \$10,000 to be used in support of mental health outreach and treatment programs and is not intended to cover overall agency expenses, major capital expenses or other unrelated expenses. Unspent funds will be carried over into Fiscal Year 2019-2020.

The Supplemental Budget and Budget Transfer have been reviewed and approved by the Auditor, a copy of which is attached for your review.

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

C:\Documents and Settings\rosieolney\My Documents\BOSVVS_Supplemental Budget & BT FY 18-19.doc

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **Veterans** Dept. No. 20640 Date 5/30/2019

The Reason for this request is (check one): Approval Required

| | | |
|--|--|---------|
| A. | Transfer to or from Contingencies | 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 51XXX | Board |
| D. <input type="checkbox"/> | Transfer within a department, except fixed asset | 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)

| FUND # | DEPT # | ACCT # | NAME OF BUDGET ITEM | \$ AMOUNT |
|--------------------------------------|--------|--------|----------------------------|--------------|
| 0001 | 20640 | 44220 | State Aid Veterans Affairs | \$ 10,000.00 |
| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | \$ 10,000.00 |

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

| FUND # | DEPT # | ACCT # | NAME OF BUDGET ITEM | \$ AMOUNT |
|--------------------------------------|--------|--------|---------------------|--------------|
| 0001 | 20640 | 525250 | Outreach | \$ 8,500.00 |
| 0001 | 20640 | 51080 | Retirement | \$ 1,500.00 |
| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | \$ 10,000.00 |

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 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) Unanticipated revenue received from State Veterans Affairs. State was given MHSA funding to be given out at yearend.

Unspend funds will be carried over into 2019/20.

(B) N/A

C Revenue received this fiscal year.

(D) Unanticipated revenue

Approved by Department Signing Authority: Jolene Rau

Approved/Recommended

Disapproved/Not recommended

Auditor/Controller Signature: Jolene Rau

5/31/19

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.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: **Veterans** Dept. No. **20640** Date **5/30/2019**

| The Reason for this request is (check one): | | Approval Required |
|---|--|-------------------|
| A. _____ | Transfer to or from Contingencies | Board |
| B. _____ | Supplemental Budgets (including budget reductions) | Board |
| C. <input checked="" type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. _____ | Transfer within a department, except fixed asset | Auditor |
| E. _____ | 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)

| FUND # | DEPT # | ACCT # | NAME OF BUDGET ITEM | \$ AMOUNT |
|--------|--------|--------|--------------------------------------|--------------|
| 0001 | 20640 | 51020 | Other Wages | \$ 23,500.00 |
| 0001 | 20640 | 51100 | FICA | \$ 200.00 |
| | | | | |
| | | | Total (must equal transfer to total) | \$ 23,700.00 |

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

| FUND # | DEPT # | ACCT # | NAME OF BUDGET ITEM | \$ AMOUNT |
|--------|--------|--------|--------------------------------------|--------------|
| 0001 | 20640 | 51000 | Regular Wages | \$ 18,200.00 |
| 0001 | 20640 | 51080 | Retirement | \$ 2,000.00 |
| 0001 | 20640 | 51090 | Group Insurance | \$ 3,500.00 |
| | | | | |
| | | | Total (must equal transfer to total) | \$ 23,700.00 |

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 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) To true up wages at yearend.

(B) Overall funds available in wages category

C 2018/19 Expenses

(D) N/A

Approved by Department Signing Authority: Debra Wilson

Approved/Recommended

Disapproved/Not recommended

Auditor/Controller Signature: Debra Wilson

5/31/19

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.



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 **Office of the County Administrator** (hereinafter referred to as "County"), and Susan Scarlett, an individual (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 Thirty-five Thousand and No/100 Dollars (\$35,000.00).
3. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020, 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. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand dollars (\$250,000), with a five hundred thousand dollar (\$500,000) aggregate.
- c. Automobile liability coverage (including non-owned automobiles), with a minimum bodily injury limit of fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
- 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance of 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

9. 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.

10. 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.

COUNTY INITIALS

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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
 - a. Should Contractor identify a conflict of interest (pursuant to such professional standards as are applicable to Contractor's profession) between work performed for County and work performed for another client, Contractor may terminate this Agreement as of such date necessary to prevent such conflict of interest. Contractor shall endeavor to provide as much advance notice of such termination

COUNTY INITIALS

to County, and shall assist County, to the extent permitted by applicable codes of professional conduct, to find a replacement to perform the work described in this Agreement and to effectuate an efficient transfer of such responsibilities.

- b. County acknowledges and agrees that Contractor currently provides services to other clients that either have had or may have a conflict or dispute with the County, including but not limited to, the City of Portola and that despite these conflicts or potential conflicts Contractor may continue to provide service to such clients during and after the term of this agreement.
20. 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:

County Administrator
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention: Gabriel Hydrick

Contractor:

Susan Scarlett
P.O. Box 1906
Quincy, CA 95971

21. 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.
22. 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.

_____COUNTY INITIALS

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

CONTRACTOR:

Susan Scarlett, an individual

Date signed: _____

COUNTY:

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

By: _____

Name: Michael Sanchez

Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

By: 

Deputy County Counsel

Print name: Grother Stib

Date signed: 5/24/11

_____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Assist the County Administrator and the Auditor-Controller's office with preparation of the 2019-20 Plumas County Budget, upon request on an as-needed basis. Such assistance may include, but is not necessarily limited to, preparation of budget elements and review of the work of County staff on the budget. Contractor may also be requested to answer questions regarding the budget at meetings of the Board of Supervisors, to the extent Contractor is available to do so.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed \$35,000.

Contractor shall charge \$65 per hour for services provided under this Agreement, inclusive of all expenses except mileage unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall be reimbursed for mileage incurred to attend meetings occurring outside of the Quincy area, at the County's then-standard mileage reimbursement rate and any other travel costs that may be incurred if over night travel is requested of Contractor.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

JB

BECKWOURTH COMMUNITY SERVICES AREA
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6209 • Fax (530) 283-6134

Robert A. Perreault, Jr., P.E.

County Engineer and Manager, BCSA

AGENDA REQUEST

For the June 4, 2019 meeting of the Plumas County Board of Supervisors

May 24, 2019

To: Honorable Board of Supervisors

From: Robert Perreault – Manager, Beckwourth County Service Area (BCSA)

Subject: Consider Approval of a Supplemental Budget Request to Increase Utilities Expense (527800) and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2019 by a total of \$7,500.00. Discussion and possible action. **(Four/Fifths Vote)**

Robert A. Perreault

Background:

On September 19, 2017, the Plumas County Board of Supervisors adopted Resolution No. 17-8287, pertaining to the adoption of the final budget for Plumas County, which included the BCSA.

By May 31, 2019, the CSA will exceed its budgeted expenditures for utilities. In addition, the BCSA owes over \$20,000 to the Road Department for necessary staff support services, primarily associated with preparing the Engineer's Report to support the 2048 sewer fee increase and the ongoing application for RCAC grant funds pertaining to the Pump Station Replacement Project.

It is projected that the BCSA budget for FY 18-19 will have an end of the year surplus over \$13,000 on June 30, 2019 (see Exhibit A). As a result, the District manager is recommending that the Board of Supervisors approve the attached Budget Transfer Request to allow the District to pay its utilities as well as a portion of the funds owed to the Road Department. The remaining surplus will be used to retain the Consultant for the Pump Station Replacement Project for the initial design phase of the project.

Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor.

Recommendation:

The Manager of the Beckwourth CSA respectfully recommends that the Board of Supervisors authorize the BCSA to use its fund balance to increase the Utilities Expense (527800) and Transfers Out Expense (528000) line items in the amounts of \$200 and \$7,300 respectively.

Attachment: Exhibit A – BCSA Monthly Projections Report
Budget Transfer Request

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Beckwourth CSA Dept. No: 26080 Date 5/17/2019

Dept. No: 26080

Date

5/17/2019

The reason for this request is (check one):

A. Transfer to/from Contingencies OR between Departments

B. Supplemental Budgets (including budget reductions)

C. Transfers to/from or new Fixed Asset, within a 51XXX

D. Transfer within Department, except fixed assets

E. Establish any new account except fixed assets

Approval Required

| |
|---------|
| Board |
| Board |
| Board |
| Auditor |
| Auditor |

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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.

RECEIVED

MAY 21 2019

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) Utilities Expenses and Transfers Out to the Road Department to come in higher than budgeted

B) Cash balance for the end of FY18/19 expected to be \$13,765.98 (see attached spreadsheet).

C) Payment needs to be made from FY18/19 budget

D)

Approved by Department Signing Authority:

Damien Fink

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

John Smith

5/22/19

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.

| BECKWOURTH CSA | | Actual Expenses | | | | | | Projected | | | |
|--|---------------------|---------------------|---------------------|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|---------------------|----------------------|
| | | Budget | Thru 12/31 | Jan | Feb | Mar | Apr | Total Exp. | May | Jun | Projected 6/30 Total |
| 51000 Regular Wages | 14,400.00 | 6,369.27 | 1,661.55 | 1,107.70 | 1,107.70 | | | \$ 11,353.92 | \$ 1,107.70 | \$ 1,107.70 | \$ 13,569.32 |
| 51070 UI | 500.00 | 79.74 | | | | | | \$ 98.93 | \$ 176.67 | | \$ 79.74 |
| 51100 FICA Medicare OASDI | 1,102.00 | 487.25 | 127.11 | 84.74 | 84.74 | | | \$ 84.74 | \$ 84.74 | | \$ 256.41 |
| 520201 Phone Land Line | 300.00 | 83.01 | 41.46 | 20.71 | 20.72 | | | \$ 20.72 | \$ 186.62 | | \$ 1,038.06 |
| 520210 Postage | 500.00 | 100.00 | | 50.00 | | | | \$ 55.00 | \$ 205.00 | | \$ 33.70 |
| 521300 Maint. Building & Ground | - | 450.00 | 450.00 | | | | | \$ 900.00 | | \$ 61.00 | \$ 327.00 |
| 521800 Office Expenses | 500.00 | 111.53 | 26.46 | 20.90 | 20.90 | | | \$ 158.89 | | | \$ 900.00 |
| 524400 Special Dept. Expense | 4,500.00 | 3,439.00 | | | | | | \$ 3,439.00 | | | \$ 190.67 |
| 525000 Overhead | 2,600.00 | 1,300.00 | | | 650.00 | | | \$ 650.00 | \$ 2,600.00 | | \$ 3,439.00 |
| 525500 Tax Admin Fee | 207.00 | 102.14 | | | | | | \$ 102.15 | \$ 204.29 | | \$ 2,600.00 |
| 527800 Utilities | 900.00 | 387.70 | 75.69 | 85.12 | 120.42 | | | \$ 179.32 | \$ 848.25 | | \$ 204.29 |
| 580000 Transfers Out | 12,000.00 | 9,337.05 | 1,801.05 | - | | | | \$ 11,138.10 | | \$ 84.83 | \$ 1,017.90 |
| Total Expenditures | \$ 37,509.00 | \$ 22,246.69 | \$ 4,183.32 | \$ 1,348.27 | \$ 2,004.48 | \$ 2,296.56 | \$ 32,079.32 | \$ 2,501.67 | \$ 2,581.41 | \$ 37,162.40 | |
| Revenues | | Budget | Thru 12/31 | Jan | Feb | Mar | Apr | Total Rev. | May | Jun | Total |
| 40010 Current Secured Taxes | 6,900.00 | 3,787.07 | | | | | | \$ 3,404.66 | \$ 7,191.73 | | \$ 7,191.73 |
| 40020 Current Unsecured Taxes | 185.00 | 186.28 | | | | | | \$ 5.30 | \$ 191.58 | | \$ 191.58 |
| 40040 Prior Unsecured Taxes | 10.00 | 0.97 | (0.13) | | | | | \$ 1.74 | \$ 2.58 | | \$ 2.58 |
| 40070 Timber Yield Tax | 9.00 | 12.68 | | | | | | - | \$ 12.68 | | \$ 12.68 |
| 40130 Supplemental Taxes | 25.00 | 28.35 | | | | | | \$ 39.44 | \$ 67.79 | | \$ 67.79 |
| 43010 Interest | 20.00 | 26.61 | 18.44 | | | | | \$ 45.05 | | | \$ 45.05 |
| 44230 State Homeowners Prop Tax | 60.00 | 4.04 | 21.48 | | | | | \$ 25.52 | | | \$ 25.52 |
| 45250 Service Charges | 40,000.00 | 17,940.11 | 2,615.00 | 3,960.46 | 3,066.39 | | | \$ 30,659.21 | | \$ 3,065.92 | \$ 36,791.05 |
| Total Revenues | \$ 47,209.00 | \$ 21,986.11 | \$ 2,636.35 | \$ 3,978.90 | \$ 3,066.39 | \$ 6,528.39 | \$ 38,196.14 | \$ 3,065.92 | \$ 3,065.92 | \$ 44,327.98 | |
| Net Revenue (Expense) | \$9,700.00 | (\$260.58) | (\$1,546.97) | \$2,630.63 | \$1,061.91 | \$4,231.83 | \$6,116.82 | \$564.25 | \$484.51 | \$7,165.55 | |
| Cash Balance as of 7/1/18 | \$ 1,744.88 | | | | | | | | | | |
| Running Cash balance | | 9,748.09 | 5,269.31 | 7,423.46 | 8,506.28 | 12,717.21 | | 13,281.46 | 13,765.98 | | |
| FY17/18 Ending Cash Balance per Pentamation: | | | | | | | | | | | |
| FY18/19 Budgeted increase in cash: | | | | | | | | | | | |
| Projected Budgeted cash at 6/30/19: | | | | | | | | | | | |
| Projected cash balance based on 4/30/19 actuals: | | | | | | | | | | | |
| | | | | | | | | | | | |

FINANCEPLUS
DATE: 05/22/19
TIME: 10:39:32

PLUMAS COUNTY
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 1
STATMN11

SELECTION CRITERIA: genledgr.fund='0206'
ACCOUNTING PERIOD: 11/19

FUND - 0206 - BECKWOURTH CO.SERV.AREA

| ACCOUNT | TITLE | DEBITS | CREDITS |
|-------------------------------|---------------------------|------------|------------|
| 10100 | CASH - BALANCE | 15,188.94 | |
| 10145 | CASH - DESIGNATION | .00 | |
| TOTAL CASH | | 15,188.94 | .00 |
| 11100 | ACCOUNTS RECEIVABLE | .00 | |
| TOTAL ACCOUNTS RECEIVABLE | | .00 | .00 |
| TOTAL ASSETS | | 15,188.94 | .00 |
| 20200 | ACCOUNTS PAYABLE | .00 | |
| 20201 | ACCRUED WAGES & BENEFITS | .00 | |
| 20230 | ADVANCES FROM OTHER FUNDS | | 41,000.00 |
| 220001 | WARRANTS PAYABLE | .00 | |
| TOTAL ACCOUNTS PAYABLE | | .00 | 41,000.00 |
| TOTAL LIABILITIES | | .00 | 41,000.00 |
| 3000 | RESTRICTED (UNDSGN-B) | 34,420.33 | |
| TOTAL FUND BALANCE | | 34,420.33 | .00 |
| 3990 | BUDGET FUND BALANCE | | 9,700.00 |
| 3991 | EXPEND BUDGET CONTROL | | 37,509.00 |
| 3992 | REVENUE BUDGET CONTROL | 47,209.00 | |
| 3995 | EXPENDITURE CONTROL | 32,806.88 | |
| 3996 | REVENUE CONTROL | | 41,416.15 |
| TOTAL CONTROLS | | 80,015.88 | 88,625.15 |
| TOTAL EQUITIES | | 114,436.21 | 88,625.15 |
| TOTAL BECKWOURTH CO.SERV.AREA | | 129,625.15 | 129,625.15 |
| TOTAL REPORT | | 129,625.15 | 129,625.15 |

45260 Service Charges revenue as of 5/22/19 # 3166.41

SELECTION CRITERIA: genledgr.fund='0206'

ACCOUNTING PERIOD: 13/18

FUND - 0206 - BECKWOURTH CO.SERV.AREA

| ACCOUNT | TITLE | DEBITS | CREDITS |
|-------------------------------|---------------------------|------------|------------|
| 10100 | CASH - BALANCE | 2,786.00 | |
| 10145 | CASH - DESIGNATION | .00 | |
| TOTAL CASH | | 2,786.00 | .00 |
| 11100 | ACCOUNTS RECEIVABLE | 4,855.06 | |
| TOTAL ACCOUNTS RECEIVABLE | | 4,855.06 | .00 |
| TOTAL ASSETS | | 7,641.06 | .00 |
| 20200 | ACCOUNTS PAYABLE | | 146.78 |
| 20201 | ACCRUED WAGES & BENEFITS | | 894.34 |
| 20230 | ADVANCES FROM OTHER FUNDS | | 41,000.00 |
| 220001 | WARRANTS PAYABLE | | 20.27 |
| TOTAL ACCOUNTS PAYABLE | | .00 | 42,061.39 |
| TOTAL LIABILITIES | | .00 | 42,061.39 |
| 3000 | RESTRICTED (UNDSGN-B) | 16,882.24 | |
| TOTAL FUND BALANCE | | 16,882.24 | .00 |
| TOTAL CONTROLS | | 108,473.53 | 90,935.44 |
| TOTAL EQUITIES | | 125,355.77 | 90,935.44 |
| TOTAL BECKWOURTH CO.SERV.AREA | | 132,996.83 | 132,996.83 |
| TOTAL REPORT | | 132,996.83 | 132,996.83 |

| | |
|----------|----|
| 7,641.06 | + |
| 146.78 | - |
| 894.34 | - |
| 20.27 | - |
| 6,579.67 | G+ |

JUNCTION: 9 DISTRICT FUNCTION
ACTIVITY: 99 DISTRICT ACTIVITYFUND: 0206 BECKWORTH CO.SERV.AREA
DEPARTMENT: 26080 BECKWRTH CSA

| (1) ACCOUNT | (2) | (3) 2016-17 ACTUAL | (4) 2017-18 ACTUAL | (5) 2018-19 APPROVED | (6) 2018-19 AMENDMENTS | (7) 2018-19 AMENDED | (8) PERIOD 11 ACTUAL | (9) PERIOD 11 % USED | (10) REMAINING BALANCE |
|---|---------------------------|--------------------------|--------------------------|----------------------------|------------------------------|---------------------------|----------------------------|----------------------------|------------------------------|
| 52 SERVICES & SUPPLIES (CONTINUED) | | | | | | | | | |
| 521600 | MEMBERSHIPS/ANNUAL DUES | | | 0 | | 0 | 0 | | 0 |
| 521800 | OFFICE EXP | 34 | 249 | 500 | -150 | 350 | 159 | 45.43% | 191 |
| 521900 | PROFESSIONAL SVC | | | 0 | | 0 | 0 | | 0 |
| 523700 | PUBLICATIONS-LEGAL NOTICE | | | 0 | | 0 | 0 | | 0 |
| 524400 | SPECIAL DEPARTMENT EXP | 876 | 18,122 | 5,000 | -1,400 | 3,600 | 3,439 | 95.53% | 161 |
| 525000 | OVERHEAD | 1,030 | 1,338 | 2,600 | | 2,600 | 2,600 | 100.00% | 0 |
| 525119 | LIABILITY SELF-FND INS | | | 0 | | 0 | 0 | | 0 |
| 525500 | TAX ADMIN FEE | 207 | 217 | 207 | | 207 | 204 | 98.55% | 3 |
| 527800 | UTILITIES | 867 | 1,165 | 900 | 150 | 1,050 | 980 | 93.33% | 70 |
| *52 SERVICES & SUPPLIES | | 3,187 | 21,390 | 9,507 | | 9,507 | 8,673 | 91.23% | 834* |
| C CONTINGENCY | | | | | | | | | |
| 528400 | CONTINGENCIES | | | 0 | | 0 | 0 | | 0 |
| *C CONTINGENCY | | | | 0 | | 0 | 0 | | 0* |
| *26080 EXPENDITURES | | 18,959 | 37,199 | 25,509 | | 25,509 | 21,669 | 84.95% | 3,840* |
| 58 TRANSFERS | | | | | | | | | |
| 580001 | TRANSFER | 3,206 | 15,881 | 12,000 | | 12,000 | 11,138 | 92.82% | 862 |
| *58 TRANSFERS | | 3,206 | 15,881 | 12,000 | | 12,000 | 11,138 | 92.82% | 862* |
| *26080 TRANSFERS | | 3,206 | 15,881 | 12,000 | | 12,000 | 11,138 | 92.82% | 862* |
| *26080 BECKWRTH CSA | EXPENDITURES | 18,959 | 37,199 | 25,509 | | 25,509 | 21,669 | 84.95% | 3,840 |
| | TRANSFERS | 3,206 | 15,881 | 12,000 | | 12,000 | 11,138 | 92.82% | 862 |
| | NET EXPENDITURES | 22,165 | 53,080 | 37,509 | | 37,509 | 32,807 | 87.46% | 4,702 |
| | LESS REVENUES | 12,536 | 35,541 | 47,209 | | 47,209 | 41,384 | 87.66% | 5,825 |
| | COST TO COUNTY | 9,629 | 17,538 | -9,700 | | -9,700 | -8,577 | 88.42% | -1,123 |

↑
0/19 Budgeted
Increase in Cash

JUNCTION: 9 DISTRICT FUNCTION
ACTIVITY: 99 DISTRICT ACTIVITYFUND: 0206 BECKWOURTH CO. SERV. AREA
DEPARTMENT: 26080 BECKWRTH CSA

| (1) ACCOUNT | (2) | (3) 2016-17 ACTUAL | (4) 2017-18 ACTUAL | (5) 2018-19 APPROVED | (6) 2018-19 AMENDMENTS | (7) 2018-19 AMENDED | (8) PERIOD 11 ACTUAL | (9) PERIOD 11 % USED | (10) REMAINING BALANCE |
|--|---------------------------|----------------------------|--------------------------|----------------------------|------------------------------|---------------------------|----------------------------|----------------------------|------------------------------|
| 40 TAX REVENUE | | | | | | | | | |
| 40010 | CURRENT SECURED TAXES | 6,694 | 7,115 | 6,900 | | 6,900 | 7,192 | 104.23% | -292 |
| 40020 | CURRENT UNSECURED TAXES | 175 | 191 | 185 | | 185 | 192 | 103.78% | -7 |
| 40040 | PRIOR UNSECURED TAXES | 5 | 4 | 10 | | 10 | 3 | 30.00% | 7 |
| 40070 | TIMBER YIELD TAX | 14 | 18 | 9 | | 9 | 13 | 144.44% | -4 |
| 40130 | SUPPLEMENTAL TAXES | 175 | 239 | 25 | | 25 | 68 | 272.00% | -43 |
| *40 TAX REVENUE | | 7,064 | 7,568 | 7,129 | | 7,129 | 7,466 | 104.73% | -337* |
| 43 USE OF MONEY & PROPERTY | | | | | | | | | |
| 43010 | INTEREST-INVESTED FUNDS | 22 | 36 | 20 | | 20 | 45 | 225.00% | -25 |
| *43 USE OF MONEY & PROPERTY | | 22 | 36 | 20 | | 20 | 45 | 225.00% | -25* |
| 44 STATE & FEDERAL AID | | | | | | | | | |
| 44230 | STATE-HOMEOWNERS PROP.TAX | 59 | 59 | 60 | | 60 | 47 | 78.33% | 13 |
| *44 STATE & FEDERAL AID | | 59 | 59 | 60 | | 60 | 47 | 78.33% | 13* |
| 45 CHARGES FOR SERVICES | | | | | | | | | |
| 45210 | CONNECTION FEES | | 33 | 0 | | 0 | 0 | | 0 |
| 45250 | SERVICE CHARGES | 5,391 | 27,845 | 40,000 | | 40,000 | 33,826 | 84.57% | 6,174 |
| *45 CHARGES FOR SERVICES | | 5,391 | 27,878 | 40,000 | | 40,000 | 33,826 | 84.57% | 6,174* |
| 48 TRANSFER | | | | | | | | | |
| 48211 | CONTRI TRANS FR CO GEN | LOAN FROM THE GENERAL FUND | | 0 | | 0 | 0 | | 0 |
| *48 TRANSFER | | | 0 | | | 0 | 0 | | 0* |
| *26080 REVENUES | | 12,536 | 35,541 | 47,209 | | 47,209 | 41,384 | 87.66% | 5,825* |
| 51 SALARIES & BENEFITS | | | | | | | | | |
| 51000 | REGULAR WAGES | 14,455 | 14,400 | 14,400 | | 14,400 | 11,908 | 82.69% | 2,492 |
| 51020 | OTHER WAGES | | | 0 | | 0 | 0 | | 0 |
| 51070 | UNEMPLOYMENT INSURANCE | 210 | 307 | 500 | | 500 | 177 | 35.40% | 323 |
| 51100 | FICA/MEDICARE OASDI | 1,106 | 1,102 | 1,102 | | 1,102 | 911 | 82.67% | 191 |
| 51110 | COMPENSATION INSURANCE | | | 0 | | 0 | 0 | | 0 |
| *51 SALARIES & BENEFITS | | 15,771 | 15,809 | 16,002 | | 16,002 | 12,995 | 81.21% | 3,007* |
| 52 SERVICES & SUPPLIES | | | | | | | | | |
| 520201 | PHONE - LAND LINE (S) | 173 | 300 | 300 | | 300 | 187 | 62.33% | 113 |
| 520210 | POSTAGE/SHIP, MAIL COST | | 0 | 500 | | 500 | 205 | 41.00% | 295 |
| 520500 | INSURANCE | | 0 | | | 0 | 0 | | 0 |
| 521300 | MAINT. BUILDINGS & GROUND | | 0 | 900 | | 900 | 900 | 100.00% | 0 |

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 June 11, 2019 meeting of the Plumas County Board of Supervisors

Date: June 3, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Presentation on the Quincy Junction Road Safety Improvement Project – Federal Land Access Program discussion and possible action**

Project Background:

The Federal Lands Access Program (FLAP) was established to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Access Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

In the Fall 2017, the Plumas County Public Works Department submitted an application to improve non-motorized access along a segment of Quincy Junction Road from Bell Lane to Chandler Road by adding 4-foot shoulders and widening the existing bridge over Greenhorn Creek in order to accommodate pedestrians and cyclists.

This project application was submitted for consideration as Quincy Junction Road is an important roadway connector that provides access to the following high-use recreation sites:

1. Mount Hough Trail System
2. Four Corners OHV Racetrack
3. South Park Trail System
4. General Forest Lands
5. Spanish Creek

A Project Location and Vicinity Map is attached.

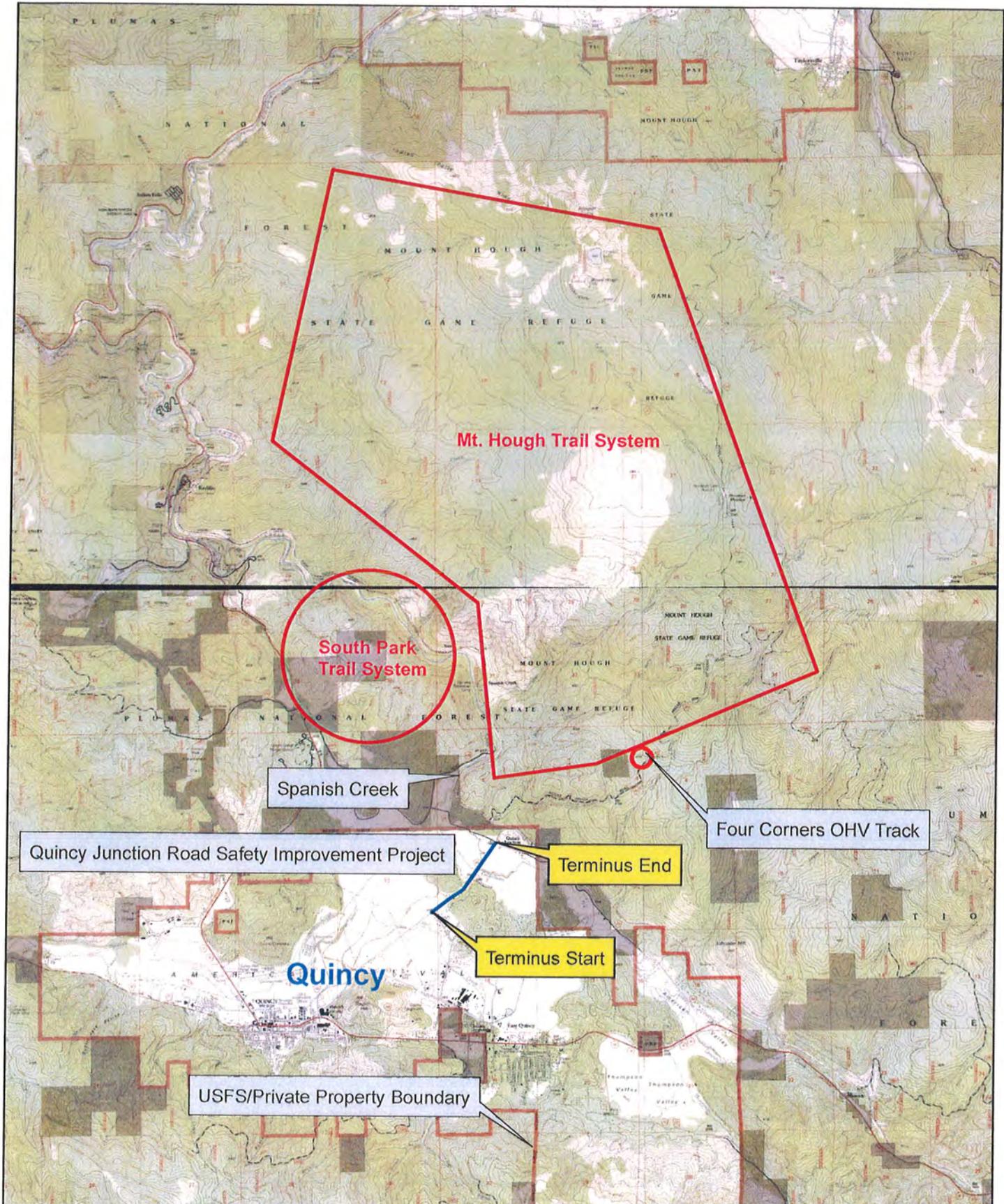
On March 23, 2018, the Plumas County Department of Public Works was awarded \$3,205,800 for project design and construction. The County is responsible for costs of any utility relocation and acquisition of necessary right-of-way. The project is programmed for construction funding in fiscal year 2023.

The lead engineering agency for planning, design and construction phases of the project is the Federal Highway Administration (FHWA) Central Federal Lands Division, located in Lakewood, CO. Public Works has initiated coordination with Plumas-Sierra Rural Electric Cooperative (PSREC). Public Works will commence right-of-way acquisition activity following preliminary design initiation by FHWA.

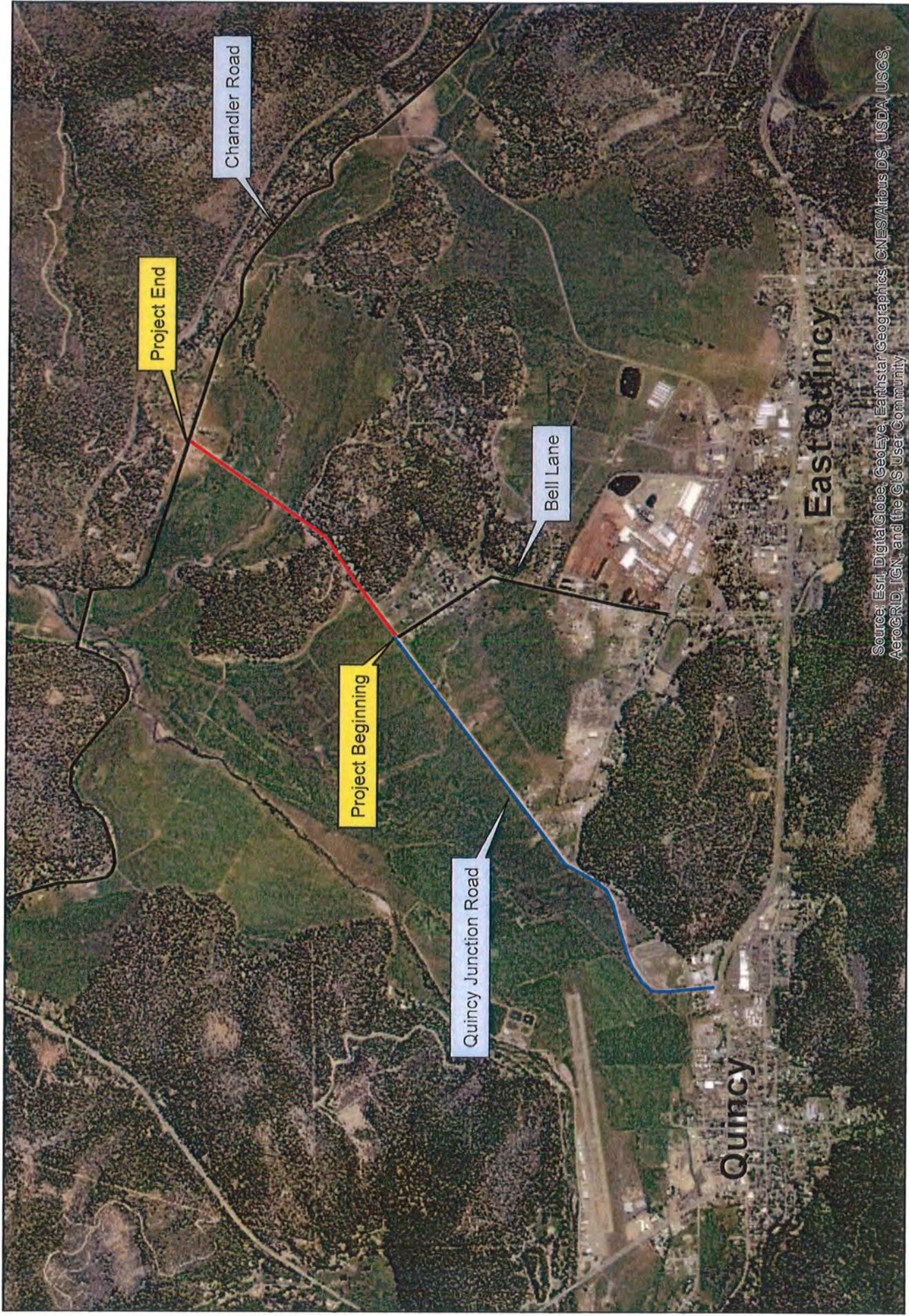
Public Works staff will provide additional project details with a PowerPoint presentation during the Board of Supervisors meeting scheduled for June 11, 2019.

Attachments: Project Location Map
Project Vicinity Map

Quincy Junction Road Safety Project Location Map



Quincy Junction Road Safety improvement Project
Vicinity Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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 Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director



AGENDA REQUEST

For the June 11 2019 meeting of the Plumas County Board of Supervisors

Date: June 3, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Execution of a Memorandum of Understanding between the County of Plumas and the Plumas County Community Development Commission Pertaining to the Maintenance of Wildwood Lane.**

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

Project Background:

The Wildwood Senior Center, developed circa May of 1991, is a facility for senior citizens that is managed by the Plumas County Community Development Commission (PCCDC).

Through Resolution 05-7125, the Board of Supervisors decided to afford support of the Wildwood Senior Center, by accepting Wildwood Lane (County Road CH72) into the County Road System. As the Wildwood Senior Center is served by a combination of County and PCCDC infrastructure, which is described on the Site Plan, attached hereto as Exhibit A to the Memorandum of Understanding.

The County and PCCDC desire to continue to work cooperatively to maintain these improvements located within the Seventy (70) Foot wide Roadway and Utility Easement described in Official Records 2004-0012812, attached hereto as Exhibit B to the Memorandum of Understanding.

It is the intent of this Memorandum of Understanding that the County will maintain the travelled lanes comprising Wildwood Lane, with maintenance of these facilities including the following:

- a. Maintenance of the pavement of the travelled way of Wildwood Lane.
- b. Maintenance of travelled way pavement markings.
- c. Snow removal within the travelled lanes.

It is the intent of this Memorandum of Understanding that PCCDC will maintain the improvements within the above referenced easement that encompasses the parking spaces, curbs, gutters and sidewalks. Maintenance of these facilities shall include the following:

- a. Maintenance of the pavement of the parking spaces.
- b. Maintenance of parking space pavement markings.
- c. Maintenance of the curbs, gutters and sidewalks.
- d. Maintenance of all subsurface drainage facilities.
- e. Snow removal within the area encompassing the parking spaces, curbs, gutters and sidewalks.

There may be instances in which the parties agree, in writing, to perform certain work on a fair-share basis.

Furthermore, the County agrees to correct any deficiencies identified in USDA – Rural Development Inspection Reports, that are the responsibility of the COUNTY, within the time period allowed for correction, provided that funding and crews are available to undertake the corrective action.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair to execute the Memorandum of Understanding between the County of Plumas and the Plumas County Community Development Commission Pertaining to the Maintenance of Wildwood Lane.

Attachment: "Memorandum of Understanding between the County of Plumas and the Plumas County Community Development Commission Pertaining to the Maintenance of Wildwood Lane", including Exhibit A and Exhibit B, with attachment thereto.

**Memorandum of Understanding
between the County of Plumas and the
Plumas County Community Development Commission
Pertaining to the Maintenance of Wildwood Lane**

This **Memorandum of Understanding** ("MOU") is entered on this _____ day of _____, 2019, by and between the **County of Plumas**, a political subdivision of the State of California, acting through its Department of Public Works, 1834 East Main Street, Quincy, CA 95971 ("COUNTY") and the Plumas County Community Development Commission, PO Box 319, Quincy, CA 95971 ("PCCDC").

This Memorandum of Understanding (MOU) pertains to the following facts and circumstances:

WHEREAS, the Wildwood Senior Center is a facility for senior citizens that is managed by the Plumas County Community Development Commission, and

WHEREAS, the Wildwood Senior Center was developed circa May of 1991, and

WHEREAS, through Resolution 05-7125, the Board of Supervisors decided to afford support of the Wildwood Senior Center, by accepting Wildwood Lane (County Road CH72) into the County Road System, and

WHEREAS, the Wildwood Senior Center is served by a combination of COUNTY and PCCDC infrastructure, which is described on the Site Plan, attached hereto as Exhibit A.

WHEREAS, the COUNTY and PCCDC desire to continue to work cooperatively to maintain the improvements located within the Seventy (70) Foot wide Roadway and Utility Easement described in Official Records 2004-0012812, attached hereto as Exhibit B.

WHEREAS, there may be instances in which the parties agree, in writing, to perform certain work on a fair-share basis.

NOW, THEREFORE, be it resolved that the COUNTY and PCCDC agree to the following:

1. PCCDC agrees to maintain the improvements within the above referenced easement that encompasses the parking spaces, curbs, gutters and sidewalks. Maintenance of these facilities shall include the following:
 - a. Maintenance of the pavement of the parking spaces.
 - b. Maintenance of parking space pavement markings.
 - c. Maintenance of the curbs, gutters and sidewalks.
 - d. Maintenance of all subsurface drainage facilities.
 - e. Snow removal within the area encompassing the parking spaces, curbs, gutters and sidewalks.

2. The COUNTY agrees to maintain the travelled lanes comprising Wildwood Lane. Maintenance of these facilities shall include the following:

- a. Maintenance of the pavement of the travelled way of Wildwood Lane.
- b. Maintenance of travelled way pavement markings.
- c. Snow removal within the travelled lanes.

Furthermore, the County agrees to correct any deficiencies identified in USDA – Rural Development Inspection Reports, that are the responsibility of the COUNTY, within the time period allowed for correction, provided that funding and crews are available to undertake the corrective action.

3. Term. The initial term of this MOU shall commence on the effective date first stated above and shall end on June 30th, 2029. The term shall be automatically extended for 1-year cycles. In the event that either party desires to not automatically extend the terms, said party will give the other party notice in writing at least nine months before the expiration date.

4. Notices. Any notices, documents, correspondence or other communications concerning this MOU shall be in writing and addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO PCCDC:

Roger Diefendorf, Director
Plumas County CDC
P.O. Box 319
Quincy, CA 95971

Tel: (530) 283-2466
Fax: (530) 283-6323

IF TO PLUMAS COUNTY:

Robert A. Perreault, Jr., P.E., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

5. Amendments. This MOU 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 MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.

6. Governing Law. This MOU shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

7. Indemnification.

7.1 Claims Arising from Sole Acts or Omissions of County:

County does hereby agrees to defend and indemnify PCDCC, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "PCDCC"), from any claim, action or proceeding against PCDCC, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, PCDCC may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. PCDCC shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2 Claims arising From Sole Acts or Omissions of PCDCC:

The PCDCC hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of PCDCC in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve PCDCC of any obligation imposed by this Agreement. County shall notify Contractor promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3 Claims Arising From Concurrent Acts or Omissions:

County hereby agrees to defend itself, and PCDCC hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and PCDCC. In such cases, County and PCDCC agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4 Joint Defense:

Notwithstanding section 7.3 above, in cases where County and PCDCC agree in writing to a joint defense, County and PCDCC may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PCDCC. Joint defense counsel shall be selected by mutual agreement of County and PCDCC. County and PCDCC agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and PCDCC further agree that neither party may bind the other to a settlement agreement without the written consent of both County and PCDCC.

7.5 Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and PCDCC may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. Licenses and Permits. PCCDC 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 PCCDC to perform its duties and obligations under this MOU. PCCDC represents and warrants to County that PCCDC shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for PCCDC or its principals to perform its duties and obligations under this MOU.

9. Severability. The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

10. Without amending this MOU, the PCCDC and the Department of Public Works may voluntarily enter a mutual agreement for specific maintenance work, e.g., paving, that is the responsibility of the PCCDC, but such work will be constructed by the Department of Public Works at the cost of PCCDC.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

Plumas County Community Development
Commission

By: _____

Name: _____

Title: _____

Date signed: _____

By: _____

Name: _____

Title: _____

Date signed: _____

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

By: _____

Name: _____

Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

Gretchen Stuhr,
Deputy County Counsel

Concurrence by:

Robert A. Perreault, Jr.
Director of Public Works/Road Commissioner

Attachments:

Exhibit A: Map entitled, "Wildwood Senior Center, Site Plan and County Access Map," dated March 28, 2017, prepared by Plumas County Department of Public Works

Exhibit B: Roadway and Utility Easement, dated 11/02/04, including "Plat of Roadway and Utility Easement," attached thereto.



2004-0012812

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

| Recorded Official Records | REC FEE .00 |
|--|----------------------|
| County Of Plumas KATHLEEN WILLIAMS Recorder MELINDA ROTHER Assistant 09:27AM 29-Nov-2004 | speay Page 1 of 5 |

ROADWAY AND UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, ALMANOR RESIDENTIAL, INC., a California corporation, hereby dedicates to the COUNTY OF PLUMAS, a political subdivision of the State of California an easement for roadway and utility purposes over and across the southerly 70.00 feet of that certain parcel of land described in Document No. 2003-0012173 of Official Records and that certain parcel of land shown as Parcel 2 in Book 9 of Parcel Maps at Page 137 in the Plumas County Recorder's Office, situate in Plumas County, State of California

This easement contains 49,701 SF (1.14 Ac.) and is a portion of APNs 100-230-020 and 100-230-018.

Dated: 11/2/04

ALMANOR RESIDENTIAL, INC.

Virginia E. Natali
By Virginia Natali

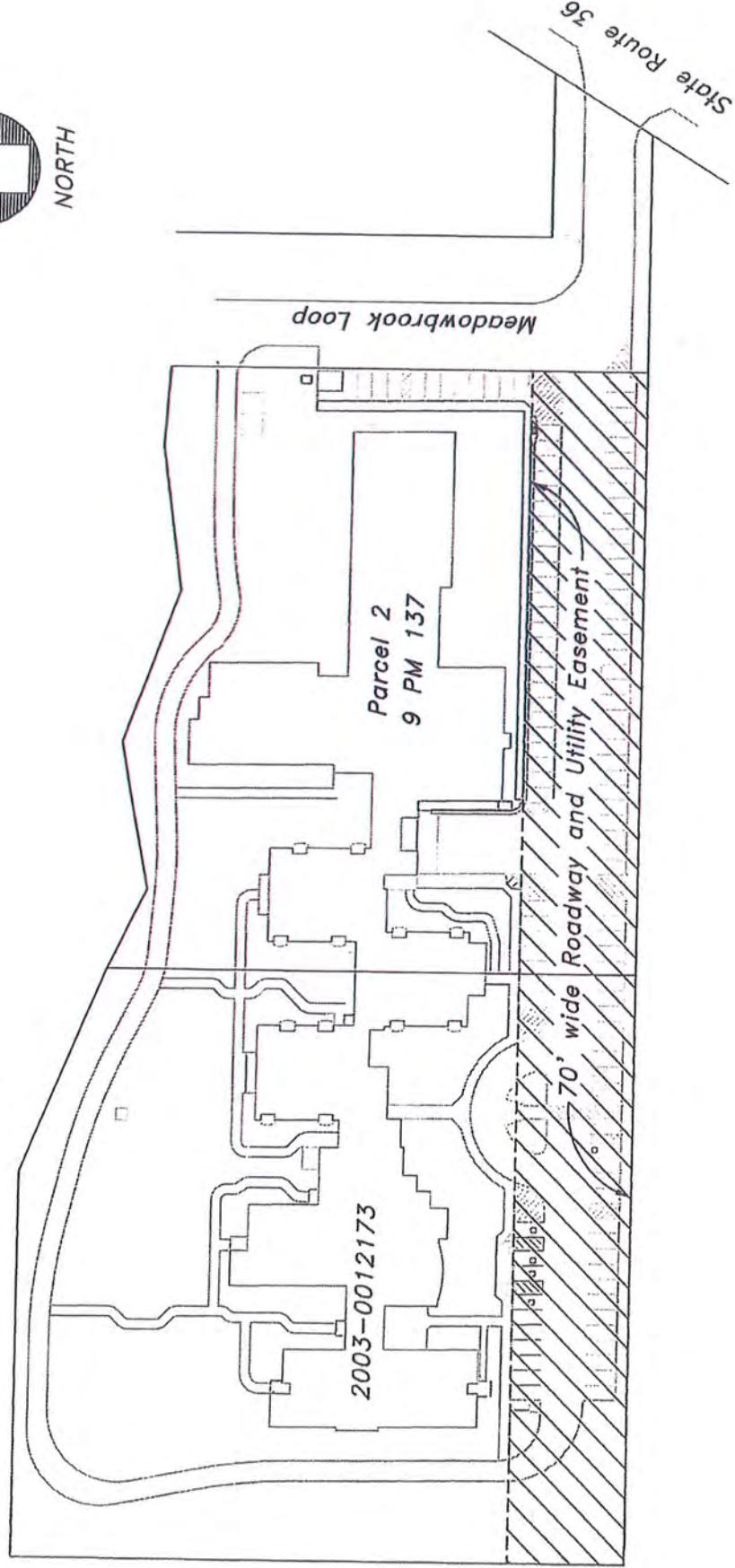
Sharon J. Thrall
By Sherry Thrall
SHARON J. THRALL

EXHIBIT B

Scale: 1"=100'



NORTH



PLAT OF ROADWAY AND UTILITY EASEMENT

AT

WILDWOOD SENIOR RESIDENCE FACILITY
(ALMANOR RESIDENTIAL, INC.)

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
10/04



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 301
Quincy, California 95971-9115

2D1,2

R. CRAIG SETTLEMIRE
COUNTY COUNSEL
GRETCHEN STUHR
DEPUTY COUNTY COUNSEL III
SARAH JAMES
DEPUTY COUNTY COUNSEL II
MARI SNYDER
PARALEGAL/SMALL CLAIMS
ADVISOR

Phone: (530) 283-6240
Fax: (530) 283-6116

June 5, 2019

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemire, *Plumas County Counsel*

A handwritten signature in black ink that reads "R. Craig Settlemire".

SUBJECT: 1) Resolution Amending Position Allocation to flexibly allocate current Paralegal I, II, III as Paralegal I, II, II or Management Analyst I, II; [Roll Call Vote] and
2) Authorize County Counsel to fill vacancy created by promotion of incumbent Paralegal III to other County department as Paralegal I, II, III or Management Analyst I, II.

BACKGROUND:

On May 30, 2019, the incumbent Paralegal III in the County Counsel's Office resigned to accept a promotion as the Assistant Risk Manager in the Plumas County Administrative Office.

The Paralegal position is the only support staff position in the County Counsel's Office. This position enhances the effectiveness of the three attorneys in the County Counsel's Office by providing clerical, legal secretarial, filing, and reception services in the office. The Paralegal has also provided Small Claims Advisor services mandated by law.¹ This position receives statistical information from the attorneys providing public defender services and processes claims and handles much of the work associated with the biennial reviews of conflict of interest code of the over 40 special districts in Plumas County.

¹ In a separate agenda item, the County Counsel's Office is currently proposing that the County of Plumas exempt itself from providing individualized small claims advisory services because Plumas Superior Court small claims filings are well below the 1,000 case filing threshold (only 32 were filed in FY 2017-2018).

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settlemire, *Plumas County Counsel*
SUBJECT: Authorization to fill Paralegal Vacancy; flexibly allocate Paralegal and Management Analyst classifications

Page 2 of 3

As indicated in the accompanying “Responses for Critical Staffing,” detailed and current information is not readily available as to the ratio of support staff to attorneys in comparable county counsel’s offices. However, in 2014 a review of a directory from 2011 shows the ratio of support staff to attorneys in the 19 smaller counties (excluding counties that contract for outside general county counsel services) show a range of 4/5 high to as low as 1/5. The cumulative average in 2011 was .58 support staff to one attorney. A quick check of 12 counties (2018 data and not all comparable) shows a range of 1.7 high to .25 low. The cumulative average is .60 support staff to one attorney. Given the wide variation in the range, comparisons are difficult. The variation can be the result of different degrees of electronic automation (such as integrated case management and time keeping software) and the caseload mix of the different offices. Notwithstanding the variations, no office had less than 1.0 FTE support staff.

Beginning in Fiscal Year 2018-2019 your Board restored the third attorney position to the Plumas County Counsel’s Office. Although a third attorney joined the office in April this year, the County Counsel’s Office has not sought to add more support staff beyond the current 1.0 FTE Paralegal position and a nominal amount of extra help of approximately four hours per week. Nevertheless, having a third attorney will result in more work for the single full-time support staff. At the time this was presented to the budget committee for the 2018-2019 Budget, we shared several possible means of addressing this by reducing demands on the support position, including:

- A. Exempting the County from providing individual small claims advisor services as provided by statute where the small claims filing are less than 1000 per year.
- B. Re-assigning the responsibility for compiling Public Defender statistics, conflict counsel claims review, and budgeting oversight to general services. (This function is ministerial – there is no legal expertise or discretion involved, but it does take time.)
- C. Re-assigning biennial conflict of interest code review. The Fair Political Practices Act designates the Board of Supervisors as the “code reviewing body” for the over 40 special districts in Plumas County when it comes to the review in even-numbered years of each special district’s conflict of interest code. I do not know how the County Counsel’s Office was made responsible for this task. This is more a logistical exercise to contact each agency (after trying to obtain contact information), give notice of the need to review, and confirm that they have reviewed and updated their conflict of interest code. It is rare that there is a legal issue to identify or resolve, and should a legal issue arise, it is simple to consult the County Counsel’s Office on an as-needed basis.

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settemire, *Plumas County Counsel*
SUBJECT: Authorization to fill Paralegal Vacancy; flexibly allocate Paralegal and Management Analyst classifications

Page 3 of 3

Each of the foregoing tasks is non-essential to the purpose of the County Counsel's Office to provide legal advice and representation to the Board of Supervisors, the County's officials and employees in the scope of their official duties.

Excluding the small claims advisor function, most of the position's time and responsibility is more in the nature of an office manager and analyst. Since the Paralegal qualifications are more specific (e.g., experience as a legal secretary, completion of a course of paralegal training, a college paralegal certificate highly desired) the pool of qualified applicants in this rural area may be limited. For this reason, at the suggestion of Human Resources, I respectfully request that the position be flexibly allocated to include filling the vacancy as a Management Analyst I or II in addition to the Paralegal series.

Pay for the Management Analyst series is slightly higher than the current pay for the Paralegal series, however, a request from the County Counsel's Office to HR to review the pay and classification for the Paralegal series has been pending and a pay adjustment may be in order.

REQUESTED/RECOMMENDED ACTION:

It is respectfully recommended that your Board:

- 1) Approve the proposed Resolution Amending Position Allocation to flexibly allocate current Paralegal I, II, III, as Paralegal I, II, III or Management Analyst I, II; [Roll Call Vote] and
- 2) Authorize County Counsel to fill vacancy created by promotion of incumbent Paralegal III to other County department as Paralegal I, II, III or Management Analyst I, II.

END OF MEMORANDUM

[S:\OPINIONS\1\memos\BOS Memo re Paralegal Vacancy position allocation.doc]

**RESOLUTION TO AMEND FISCAL YEAR 2018/2019 POSITION ALLOCATION FOR
COUNTY COUNSEL DEPARTMENT #20080**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Position Allocation covering all positions in the County service; and

WHEREAS, County Counsel has requested to flexibly allocate 1.0 FTE for job classifications Paralegal I/II/III or Management Analyst I/II; and

WHEREAS, the 1.0 FTE position is necessary in the daily operational needs of the County Counsel Department; 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 County's Position Allocation to flexibly allocate 1.0 FTE for either a Paralegal I/II/III or Management Analyst I/II for the County Counsel Department #20080; and

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

Approve the amendment to Fiscal Year 2018/2019 Position Allocation flexibly allocating the following classifications:

| <u>Current County Counsel Department #20080</u> | <u>FTE</u> |
|---|------------|
| Paralegal I/II/III | 1.00 |
| Management Analyst I/II | 0.00 |

| <u>Proposed County Counsel Department #20080</u> | <u>FTE</u> |
|--|------------|
| Paralegal I/II/III, OR | 1.00 |
| Management Analyst I/II | |

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 11th day of June, 2019 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

June 5, 2019

R. CRAIG SETTLEMIRE
COUNTY COUNSEL
GRETCHEN STUHR
DEPUTY COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
MARI SNYDER
PARALEGAL

SUBJECT POSITION: County Counsel's Office, Paralegal III (Confidential Unit)

RESPONSES TO QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED:

- **Is there a legitimate business, statutory or financial justification to fill the position?**

RESPONSE: Yes. The Paralegal position is the only support staff position in the County Counsel's Office. In addition to enhancing the effectiveness of the three attorneys in the County Counsel's Office by providing clerical, legal secretarial, filing, and reception services in the office, the Paralegal has also provided Small Claims Advisor services mandated by law.¹ In addition, this position receives statistical information from the attorneys providing public defender services and processes claims.

- **Why is it critical that this position be filled at this time?**

RESPONSE: If the position is not filled, such duties will have to be performed by the attorneys in the office, thereby reducing the amount of time the attorneys will be able to perform civil legal services to other Plumas County Departments, dependent special districts, and to the Board of Supervisors.

- **How long has the position been vacant?**

RESPONSE: The vacancy is effective June 13, 2019 (notice received May 28, 2019).

- **Can the department use other wages until the next budget cycle?**

RESPONSE: Other wages appropriated to the County Counsel's Office are nominal and will be insufficient to pay for the necessary services the remainder of the fiscal year. If necessary, an appropriate budget transfer request will be presented for consideration and approval at a later meeting of the Board of Supervisors.

- **What are staffing levels at other counties for similar departments and/or positions?**

RESPONSE: Detailed current information on staffing in other county counsel offices is not available on short notice. However, in 2014 a review of a directory from 2011 shows the ratio of support staff to attorneys in the 19 smaller counties (excluding counties that contract for outside general county counsel services) show a range of 4/5 high to as low as 1/5. The cumulative

¹ The County Counsel's Office is currently proposing that the County of Plumas exempt itself from providing individualized small claims advisory services because Plumas Superior Court small claims filings are well below the 1,000 case filing threshold (only 32 were filed in FY 2017-2018).

average is .58 support staff to one attorney. A quick check of 12 counties (2018 data and not all comparable) shows a range of 1.7 high to .25 low. The cumulative average is .60 support staff to one attorney.

• **What core function will be impacted without filling the position prior to July 1?**

RESPONSE: The general impact on attorney efficiency as described above.

• **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

RESPONSE: The fiscal savings achieved by not filling the position will be outweighed by the less efficient use of attorney time and will slow the delivery of civil legal services to other county departments, dependent special districts, and the Board of Supervisors. More attorney time spent on general clerical services and small claims advising will result in less allocable costs under the Cost Plan (A-87), thereby reducing reimbursements to the County General Fund.

• **A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?**

RESPONSE: Not applicable to this General Fund funded department.

• **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

RESPONSE: None, except the impact on the Cost Plan reimbursement noted above.

• **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

RESPONSE: Not applicable to this General Fund funded department.

• **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

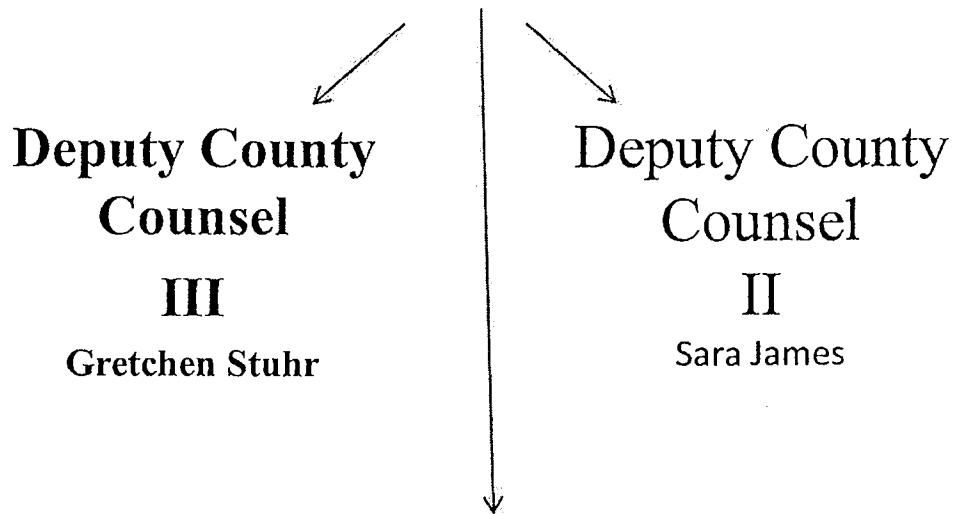
RESPONSE: The County Counsel's Office is a General Fund funded department. A significant share of the expenses of the County Counsel's Office is recovered from other, non-general fund, sources via the County's Cost Plan (A-87). It is not expected that filling this position will have a significant effect on the General Fund in the next two years when compared to the last two years, except the possibility of some savings if filled by a person with less longevity and experience.

• **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?**

RESPONSE: No.

County Counsel

Craig Settemire



VACANT

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
EXEMPTING THE COUNTY OF PLUMAS FROM PROVIDING
SMALL CLAIMS ADVISORY SERVICES**

WHEREAS, pursuant to Code of Civil Procedure sections 116.260 and 116.940 the County of Plumas, acting by and through the Office of the Plumas County Counsel has heretofore provided individual assistance to advise small claims litigants; and

WHEREAS, subdivision (c) of Code of Civil Procedure section 116.940 provides that a county in which the number of small claims actions filed annually is 1,000 or less as averaged over the immediately preceding two fiscal years, the county may elect to exempt itself from the requirements to provide small claims advisory services; and

WHEREAS, the number of small claims cases filed in the Plumas Superior Court in the past five fiscal years and the small claims fund revenue from the same are as follow:

| Fiscal year | Number of Cases filed | Small Claims filing Fees |
|-----------------------------|------------------------------|---------------------------------|
| 2014-2015 | 47 | \$280 |
| 2015-2016 | 49 | \$328 |
| 2016-2017 | 35 | \$222 |
| 2017-2018 | 32 | \$136 |
| 2018-2019 (to May 20, 2019) | 31 | \$236 |
| Average | 38.1 | \$240.40 |

and

WHEREAS, the revenue generated by small claims filing fees is insufficient to fund the Small Claims Advisor program; and

WHEREAS, the Plumas Superior Court has advised the Plumas County Counsel that in the event the County of Plumas discontinued its Small Claims Advisor program, the Plumas Superior Court will also elect not to provide such individual small claims advisory services, but that the Plumas Superior Court would provide the minimum advisory services required by Code of Civil Procedure section 116.940(c)(1) and (2);

NOW THEREFORE, the Board of Supervisors of the County of Plumas resolves and orders

that:

1. The facts and circumstances set forth in above recitals are true and correct.
2. The County of Plumas hereby elects to exempt itself from providing individual small claims advisory services and any small claims filing fees otherwise payable for small claims advisory services and collected after the date of this Resolution shall be retained by the Plumas Superior Court to provide the minimum advisory services described in subdivisions (c)(1) and (2) of Code of Civil Procedure section 116.940.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, this 11th day of June 2019, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

County Counsel

Distribution: _____

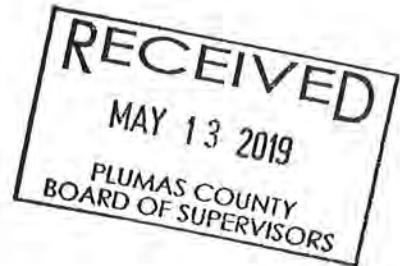
Attachments: None

[S:\Resolutions and Ordinances\Resolution re Exempting from Small Claims Advisor Services 20190611.docx]

2281 Lava Ridge Court, Suite 360
Roseville, CA 95661
T: (916) 786-8277
F: (916) 786-8225

May 9, 2019

Plumas County
Attn: Clerk of the Board
520 Main St.
Room #309
Quincy, CA 95971



Insured: The Iron Door Restaurant
Claim Number: HBD - 0003348
Policy Number: HPD10016295
Date of Loss: February 14, 2019
Location of Loss: 5417 Main St, Blairsden, CA 96103
Sedgwick Reference Number: ROS19171080

To Whom It May Concern,

This letter is in reference to the damage to The Iron Door Restaurant caused by a snow plow owned and operated by Plumas County.

Our investigation reveals that Plumas County is responsible for the damages. One of three upper windows was broken and snow was blown into the restaurant causing snow and water damage to the insured's building and business personal property. Our insured has already completed and received payment for the repairs necessary.

We have calculated the damages as the following:

| | |
|----------------------------------|---------------------|
| Repairs at Replacement Cost: | \$26,864.86 |
| Less: Betterment (Depreciation): | <u>(\$1,343.24)</u> |
| Repairs at Actual Cash Value: | \$25,521.62 |
| Applicable Deductible: | <u>\$_ 2,500.00</u> |
| Paid Claim | \$23,521.62 |

Enclosed you will find a copy of the supporting documents for your review. Please consider this a formal subrogation demand for the aforementioned incident and issue a check payable to Hudson Insurance Group in the amount of \$25,521.62; the amount paid plus the applicable deductible. Please have the check issued with reference to claim number HBD-003348 and subrogation. Send it to the following address:

Hudson Insurance Group
100 William St. 5th Floor
New York, NY 10038

Thank you for your anticipated cooperation. Should you have any questions or comments, please feel free to contact me or Barbara Campbell, (949)-525-9134.

Sincerely,

T.J. Santoro, AIC
Adjuster
(530)558-9594
Email: tyler.santoro@sedgwick.com

Enclosures:

1. Artifex Homes Repair Contract.



ARTIFEX HOMES

CA License #941690

REMODELING CONTRACT

The Remodeler contracts with the Owner(s) to construct the alterations and/or to install the home improvements specified below at the Owner(s) listed address.

The Remodeler is a publication of Artifex Homes.

Remodeler's business address **PO Box 2353 Truckee, Ca 96161**

The Owner(s) is **Chris & Bonnie David**

Owner(s) address 5417 Johnsville Rd Graeagle CA 96160

Owner(s) Telephone# 530-249-0384 fax# _____ e-mail blackhorseproperties@plumasrealtor.com

BUYER'S RIGHT TO CANCEL if this agreement was solicited by telephone, electronic means, or at a residence, and you do not want the goods or services, you, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

1. ALTERATIONS - HOME IMPROVEMENTS

The Remodeler shall construct the following alterations to the structure at the Owner(s) address, and/or install the following home improvements:

see notes on page 3

Specification list of appliances, and special order materials or components (as applicable):

NA

The Remodeler shall furnish all the labor, appliances and materials for such work. The Owner(s) shall obtain and bear the cost of all required building permits. The Owner shall furnish and pay for all utilities at the address necessary for the performance of this Contract, and shall furnish any necessary surveys, as may be required.

2. PAYMENT

The Owner(s) shall pay to the Remodeler \$ \$26,864.86 for the described alterations or home improvements in accordance with the following provisions:

INTEREST - Any payment due to the Remodeler that remains unpaid for more than ten days past payment due date shall incur interest at the rate of 10 % per annum until paid.

3. COMMENCEMENT AND TIME OF COMPLETION

The Remodeler will commence work on March 1st, 2019 All work shall be substantially completed by May 1st, 2019. If reasons beyond the Remodeler's control cause an unavoidable delay in the progress of the work, the date of substantial completion shall be extended for a period of 1 days for each day of unavoidable delay.

4. ADDITIONAL WORK - CHANGE ORDERS

Any change to the specified work or materials may be made only by a written change order that is signed by both an Owner and the Remodeler. Change orders shall be dated, reflect the additional work and materials, any change in the Contract price, and any change in the time of substantial completion.

5. ACCESS CONDITION OF PREMISES

The Owner(s) shall grant free access to the premises for the Remodeler and his workers at all reasonable times, and shall supply any keys as may be necessary for their admittance. The Remodeler shall maintain the work site in a reasonably orderly condition, and shall be responsible for the removal and disposal of all debris and excess building materials.

6. REMODELER'S LIMITED WARRANTY

The Remodeler warrants that within one (1) year from the date of substantial completion, the Remodeler will repair or replace, at his option, any defective condition involving Remodeler installed building materials or workmanship. A defective condition shall be determined and defined by the standards of construction set out in the current edition of Residential Construction Performance Guidelines , a publication of the National Association of Home Builders. The Remodeler's warranty shall not include any appliance, or manufactured item that is covered by a manufacturer's warranty, or is classified as a consumer product under the Magnuson-Moss Warranty Act, 15 U.S.C.A. 2301, et seq.

SEEN AND AGREED TO:

Taylor Carr
Verified by PDFiller 1
04/04/2019

Owner

Date

Remodeler

Date

By _____

Owner

Date

Signature

Title

Glass Replacement - 33 1/8 x 59 1/4 (3/4 O/A) DUAL SEAL Ins Unit (see Est_6336_from_Mangham_Glass_34184)

1 @ \$153.69 \$153.69

Glass Replacement - 33 x 59 (3/4 O/A) DUAL SEAL Ins Unit (see Est_6336_from_Mangham_Glass_34184)

1 @ \$153.69 \$153.69

Installation of Glass units (see Est_6336_from_Mangham_Glass_34184)

1 @\$295.00 \$295.00

Replace damaged trim/frame at window locations, interior and exterior

8 @\$65.00 \$520.00

Reclaimed wood trim to match existing

1 @\$500.00 \$500.00

Clean water stains under upper windows or trim out locations to cover stains

10 @\$65.00 \$650.00

Floors in Sunken Room - * bona power scrubber or basic coatings dirt devil to clean the old floors (see Estimate #7607_TAHF_sunken room)

1 @\$300.00 \$300.00

Floors in Sunken Room - Screen and Coat of Finish A) Screen & Coat, with commercial grade water based finish (see Estimate

#7607_TAHF_sunken room)

1 @\$600.00 \$600.00

Floors - Included areas :B) Hallway by the bar - Sand & finish :B) Area*, species*, color*, finish type*, luster* (see Estimate #7605_TAHF)

1 @\$1,200.00 \$1,200.00

Floors - Stain area :B) Hallway by the bar - STAGE (1) Stain standard (out of a can) color +.50/square foot (see Estimate #7605_TAHF)

1 @\$100.00 \$100.00

Floors - Stain area :B) Hallway by the bar - Stain samples are charged at \$35 per man per hour, usually takes 2 hrs. (see Estimate #7605_TAHF)

2 @\$35.00 \$70.00

Floors - * bona power scrubber or basic coatings dirt devil to clean the old floors (see Estimate #7605_TAHF)

1 @\$500.00 \$500.00

Floors - Included areas :A) main area, bathroom, hallway near kitchen - Screen and Coat of Finish, Screen & Coat, with commercial grade water based finish (see Estimate #7605_TAHF)

1 @\$1,600.00 \$1,600.00

Reupholster dining room chairs - quantity 50

1 @\$2,430.00 \$2,430.00

Make 5 new tables to match existing tables damaged by water

5 @\$600.00 \$3,000.00

window board up, snow and glass cleanup labor

12 @\$65.00 \$780.00

window board up, snow and glass cleanup materials (mountain hardware Blairsden), Final cleaning

1 @\$2,500.00 \$2,500.00

Dehumidifier \$210 per day (1 on site) onsite March 2nd-March 22nd- 21 days

21 @\$210.00 \$4,410.00

Air movers \$25 per day (5 onsite) onsite March 2nd-March 22nd- 21 days

105 @\$25.00 \$2,625.00

Subtotal \$22,387.38

Contractor markup 20% \$4,477.48

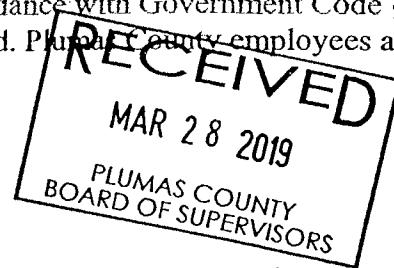
Grand total \$26,864.86

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Chris David - The Iron Door

2. Date of Birth: 5-21-43 3. Gender (circle one): Male Female

4. Mailing Address of Claimant:
PO Box 826 Blairsden Ca. 96103
Address City State Zip

5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
Same
Address City State Zip

6. Telephone Number of Claimant: 530-249-0384

INFORMATION ABOUT CLAIM

7. Incident Date: Month Feb Day _____ Year 2019

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
The Iron Door Restaurant
Main St. Johnsville, Ca. 96103

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
County Snow Blower blew out The Two Windows on
The second Floor Front of Building. The Snow
was blown in from The Front of Drivng Area To
The Back Door. Glass was also everywhere. The
water Damage To The 12" Sugar Pine Flooring + Chairs
is yet to be determined.

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
The window Framing as well as glass was
ripped off wall + The sign Post Torn off Building.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 70

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO 70

13. Name(s) of public employee(s) causing the injury, damage or loss, if known: Chris David

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

Name _____ Telephone Number _____

Address _____ City _____ State _____ Zip _____

16. Policy Number: _____

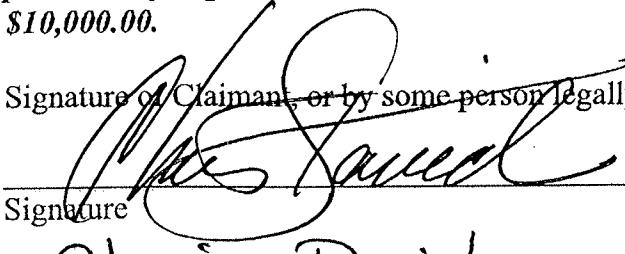
17. Are you the registered owner: YES NO

18. Amount of deductible: \$ _____

19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Signature 

3-10-19

Date

Printed Name of Person Completing Claim Chris David





