

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 JULY 2, 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) BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Chester High School: 14th Annual Homecoming Parade, October 4, 2019 at 1:30 p.m., Chester, CA) [View Item](#)
- 2) Approve and authorize the Chair to sign a letter to the Federal Energy Regulatory Commission regarding Upper North Fork Feather River Hydroelectric Project, FERC No. 2105-CA Lake Almanor Dam [View Item](#)

B) CLERK OF THE BOARD

Approve Board minutes for June 2019

C) DISTRICT ATTORNEY

Authorize the District Attorney to recruit and fill vacant, funded and allocated 1.0 FTE Investigative Assistant position, created by resignation [View Item](#)

D) SOCIAL SERVICES

- 1) Delegate authority to the Social Services Director to execute an annual contract with the Glenn County Human Resources Agency for Child Welfare Core and CWS/CMS computer training; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Department of Social Services to fill vacant, funded and allocated 1.0 FTE Office Assistant I/II position [View Item](#)
- 3) Approve and authorize the Director of Social Services to sign contract, not to exceed \$46,750, between County of Plumas and University of California, Davis for professional training services; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Director of Social Services to sign contract, not to exceed \$30,000, between County of Plumas and Plumas Rural Services for Life Skills parenting classes offered to parents of children in the Child Welfare system; approved as to form by County Counsel [View Item](#)
- 5) Approve supplemental budget of \$22,000 for FY 2018-2019 funding received for In Home Supportive Services Maintenance of Effort, Department of Social Services [View Item](#)

E) ELECTIONS

- 1) Certify results of the State Senate, District 1, Special General Election held on June 4, 2019 [View Item](#)
- 2) Authorize the Clerk-Recorder to recruit and fill funded and allocated 1.0 FTE Elections Services Assistant I/II position, created by resignation effective July 19, 2019 [View Item](#)

F) SHERIFF

- 1) Approve and authorize the Chair to sign contract, not to exceed \$60,000, between County of Plumas and Susan McCourt, through June 30, 2020 for services as fire prevention specialist; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$70,000, between County of Plumas and A&P Helicopters, Inc. for helicopter services; approved as to form by County Counsel [View Item](#)
- 3) Approve supplemental budget of \$10,000 for FY 2018-2019 funding received from the U.S. Department of Justice, Drug Enforcement Agency [View Item](#)

G) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and North Valley Behavioral Health for acute psychiatric conditions requiring rehabilitation services; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and Restpadd-Redding for acute psychiatric conditions requiring rehabilitation services; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$40,000, between County of Plumas and Native American Health Services for tele-psychiatry services through July 31, 2019; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign agreement, not to exceed \$300,000, between County of Plumas and Willow Glen Care Center for psychiatric rehabilitation for adults and elderly individuals; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and Restpadd-Red Bluff for acute psychiatric conditions requiring rehabilitation services; approved as to form by County Counsel [View Item](#)

H) FACILITY SERVICES

- 1) Approve and authorize the Chair to sign contract, not to exceed \$28,000, between County of Plumas and Precision Builders for concrete floor repair at the Almanor Recreation Center, Chester; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$175,010, between County of Plumas and Bob's Janitorial Service to consolidate six existing janitorial contracts; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Director of Facility Services to sign contract, not to exceed \$42,500, between County of Plumas and Dow Lewis Motors for purchase of a 2019 GMC Sierra 2500 HD service truck; approved as to form by County Counsel [View Item](#)

I) COUNTY COUNSEL

Approve and authorize the Chair to sign renewal of Legal Services Agreement, no to exceed \$862.50 per month, between County of Plumas and Attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probation and L.P.S. proceedings; approved as to form by County Counsel [View Item](#)

J) PUBLIC HEALTH AGENCY

Adopt **RESOLUTION** to accept Standard Agreement Amendment Number 16-10305 A02 from the California Department of Public Health, Office of AIDS for Housing Opportunities for Persons with AIDS (HOPWA), and authorize the Director of Public Health to sign the Amendment [View Item](#)

K) PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 8 to Agreement, not to exceed \$39,957.08, between County of Plumas and Stantec Consulting Services, Inc. for On-Call Environmental/CEQA & NEPA Services for Quincy-LaPorte Road Emergency Repair project; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Director of Public Works to sign agreement, no to exceed \$25,000, between County of Plumas and Cascade Software Systems for in-house cost accounting system; Approved as to form by County Counsel [View Item](#)
- 3) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Equipment Service Worker position, created by promotion within the department [View Item](#)

2. BOARD OF SUPERVISORS

Presentation of Certificate of Appreciation and Recognition of Randell "Randy" Wilson, Planning Director, to acknowledge his dedicated service to the citizens of Plumas County from 2008 to 2019; and wishing him a well-deserved retirement

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Walker Ranch Community Services District Governing Board

3. WALKER RANCH COMMUNITY SERVICES DISTRICT/PLANNING – Rebecca Herrin

Trailhead Subdivision for Reversion to Acreage: Continued from June 4, 2019, approve application to move forward to hearing before the Plumas County Zoning Administrator on June 12, 2019; determine that the District's existing sewage disposal and water lines are unnecessary for present or prospective public purposes and that the applicant may proceed to cap the lines and abandon the system as proposed as part of the Reversion to Acreage process; and determine that the unpaid District standby fees of \$975 are due and payable and that the interest payment of \$4,844.97 does not apply as there is an existing security bond of \$975 held by the County that covers the unpaid amount of the stand by fees; discussion and possible action [View Item](#)

Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors

4. PACIFIC GAS & ELECTRIC – Dan Blair

Presentation regarding PG&E's Power Safety Shutoff

5. DEPARTMENTAL MATTERS

A) PUBLIC WORKS – Robert Perreault

Adopt **ORDINANCE**, first introduced on June 18, 2019, Amending Sections of Article 5 of Chapter 3 of Title 4 of the Plumas County Code Concerning Parking on Jackson Street, Quincy. **Roll call vote**
[View Item](#)

B) HUMAN RESOURCES – Nancy Selvage

1) Adopt **RESOLUTION** to amend the Plumas County Job Classification Plan for Behavioral Health Case Management Specialist-Senior; Behavioral Health Quality Assurance Coordinator, Behavioral Health Department 70570. **Roll call vote** [View Item](#)

2) **RESOLUTION** to Abolish Legal Services Assistant I/II Job Classifications, Fiscal Year 2019-2020 Position Allocation for Plumas County District Attorney, Department 70301; discussion and direction to staff [View Item](#)

3) **RESOLUTION** to amend the Plumas County Job Classification Plan and Position Allocation for Legal Secretary Trainee (Range 1656); Legal Secretary (Range 1926); and Legal Secretary-Senior (Range 1937) for the District Attorney, Department 70301; discussion and direction to staff [View Item](#)

4) **RESOLUTION** to amend Job Classification Plan and Fiscal Year 2019-2020 Position Allocation for Plumas County District Attorney, Department 70301; discussion and direction to staff [View Item](#)

C) COUNTY COUNSEL – Craig Settlemire

Authorize and direct that a 30-day written notice be given terminating the "Services Agreement" effective July 1, 2017, between the County of Plumas and Bill Abramson, Attorney at Law, for the provision of legal services to the Plumas County Department of Social Services in juvenile dependency proceedings under Welfare and Institutions Code section 300 and following, and that such case load be assumed by the County Counsel's Office upon the expiration of such notice period; discussion and possible action [View Item](#)

D) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Approve and authorize the Chair to sign Services Agreement between County of Plumas and Susan Scarlett, not to exceed \$15,000, for financial services from July 1, 2019 through September 30, 2019; approved as to form by County Counsel [View Item](#)

6. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign Joint Powers Agreement between the Counties of Plumas and Sierra, establishing the Sierra Valley Groundwater Management District; discussion and possible action [View Item](#)
- B. Correspondence
- C. 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**

7. PUBLIC WORKS/SOLID WASTE – Robert Perreault

- A. **CONDUCT PUBLIC HEARING:** Adopt **RESOLUTION** establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (Intermountain Disposal: Rate Increase of 4.24%). **Roll call vote** [View Item](#)
- B. **CONDUCT PUBLIC HEARING:** Adopt **RESOLUTION** establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (Feather River Disposal: Rate Increase of 12.82%). **Roll call vote** [View Item](#)

8. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Public Health
- B. Personnel: Public employee appointment or employment – Planning Director
- C. 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
- D. Conference with Legal Counsel: Existing litigation - California Department of Water Resources, Plaintiff, vs. All Persons Interested in the Matter of the Authorization of California WaterFix Revenue Bonds, the Issuance, Sale and Delivery of California WaterFix Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the California WaterFix Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of California WaterFix Revenue Bonds, and the Proceedings Related Thereto, Defendants, Superior Court of California, County of Sacramento, Case No. 34-2017-00215965
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. 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, July 9, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California

BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



July 2, 2019

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request

CHESTER JR. SR. HIGH SCHOOL

14th Annual Homecoming Parade, October 4, 2019 at 1:30 p.m.,
Chester, CA

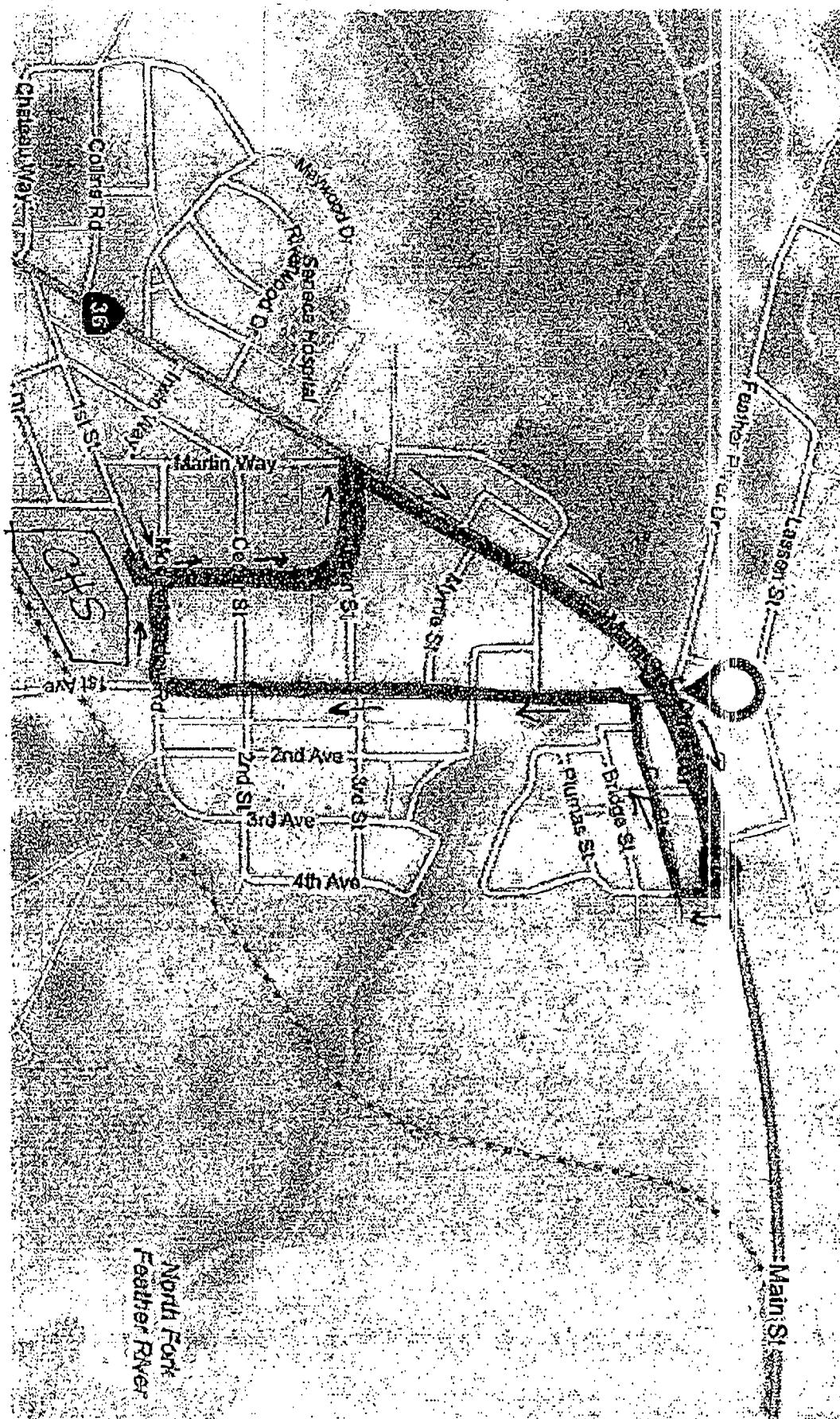
This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Michael Sanchez, Chair

Cc: Plumas County Director of Public Works

CHS Homecoming Parade Route





BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

July 2, 2019

Via Electronic Submittal (E-File)

Mr. Frank L. Blackett, P.E.
Regional Engineer
Federal Energy Regulatory Commission
Division of Dam Safety and Inspections
San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084

**Re: Upper North Fork Feather River Hydroelectric Project, FERC No. 2105-CA
Lake Almanor Dam, NATDAM #CA00327**

Dear Mr. Blackett:

This letter responds to comments from the Federal Energy Regulatory Commission (FERC) regarding Pacific Gas and Electric Company's (PG&E) notification of non-destructive testing (NDT) and request for authorization to perform coring to investigate the spillway at Lake Almanor Dam, part of the Upper North Fork Feather River Hydroelectric Project (FERC No. 2105), submitted on November 16, 2018.

Plumas County is the local government for the lands and communities surrounding the North Fork of the Feather River within Plumas County. Plumas County is actively engaged with hydroelectric relicensing processes for PG&E's FERC licenses in the Feather River Canyon including FERC No. 2105, FERC No. 1962, and FERC No. 619. Plumas County also participates in license implementation processes for PG&E FERC No. 2107 and the Department of Water Resources' (DWR's) FERC No. 2100 project in neighboring Butte County.

Plumas County (Plumas) thanks both the FERC and PG&E for working together to undertake the safety inspection of the Canyon Dam.

Plumas provides additional comments to the proposed safety inspection in order to update both PG&E and the FERC regarding Plumas's ongoing concerns with the operations at the Canyon Dam valves and tunnels. Plumas County reminds PG&E and the FERC that operation of the Canyon Dam Spillway in an emergency situation will flood the town of Chester. Therefore, the utilization of the Canyon Dam Spillway should be a "last resort" that should be undertaken only if all other Canyon Dam emergency operation options fail. After the FERC No. 2105 FEIS and FERC No. 2105 401 DEIR public comment periods. Recent events encourage Plumas to request that the FERC and PG&E use the Canyon Dam Spillway safety evaluation to undertake a more comprehensive review of emergency preparedness at the Canyon Dam.

For example, weather conditions experienced in the Feather River between 2014-2019 include a four-year drought followed by one year of barely average precipitation occurring in the spring of 2018 and followed by 2018-2019's January to April very wet and late winter. In addition, PG&E's bankruptcy after the catastrophic events associated with the November 2018 Camp Fire has resulted in proposals that would require PG&E to initiate precautionary power outages during high wind and high wildfire risk conditions. As the fire season in the Feather River becomes longer and more severe as precipitation becomes more variable, precautionary power outages could foreseeably occur during high wind and high fire danger periods from late February through late November. Plumas is also aware of proposals under consideration in the PG&E bankruptcy court proceedings that could entail shutting down even the highest voltage lines in the PG&E Stairstep of Power during high wind and high fire risk periods. Increasingly, such "red flag" periods can extend for days or even weeks at a time during extreme fire conditions. June-September is historically the peak fire season in the Feather River Basin. During extended fire risk-related power outages, the safety of the Canyon Dam tunnels, gates and valves under prolonged high release conditions becomes paramount for avoiding the use of the Canyon Dam Spillway and flooding Chester.

The combination of more variable weather and the PG&E bankruptcy could mean that the FERC No. 2105 Project could be faced with emergency operations challenges that were unimaginable before the 2018 Camp Fire. For example, the 2018-2019 "water year" is classified as "wet" by the DWR based on Feather River inflows to Lake Oroville (FERC No. 2100). The saturated snowmelt and the unusual late season precipitation in the Lake Almanor Basin should subside by the end of June. However, during May and early June of 2019 PG&E has been reportedly releasing 700-1200 cfs. down the Seneca reach from the Canyon Dam valves for the past several weeks. Plumas supports PG&E's decision to avoid using the Canyon Dam Spillway and flooding Chester.

Safety concerns with the Canyon Dam valves and tunnels are not new issues for Plumas and PG&E. The following discussion was presented in the 2005 "Level Three Report" on cold water alternatives for Project 2105 in order to inform the Water Board's 401 Certification which is still pending.

2. Modify the Canyon Dam Low-Level Outlet and Increase Release

The purpose of this measure is to increase the cool water from the lower level outlets in the hypoliminion of Lake Almanor as needed during the summer. In August-October 2005 PG&E did repair work on Gate #5 and rehabilitated the gate and gate stem at a cost of about \$860,000 (which included construction costs of \$619,000 and indirect costs of \$214,000).... The purpose of the modification of the outlet structure is to allow greater flexibility and range of flows between 60 cfs and 600 cfs for discharging through the outlet structure to the downstream reaches of the NFFR. In addition, the overall capacity of the system (outlet structure and tunnel) must be maintained so that up to 2,000 cfs can be released for emergency conditions. Stetson has evaluated the modification concept developed by Black and Veatch and develop a cost estimate

to perform the work. (P. 4-14). Gates #2 and 4 at el. 4110 are buried under 20 ft of sediment and are considered unrepairable and permanently inoperable. The existing low-level outlet facility is comprised of a 115 ft. tall vertical tower leading to a 1,350 ft. long horseshoe shape tunnel which passes through the earthen Canyon Dam and discharges into the downstream river channel. The upstream portion of the outlet tunnel (about 550 ft long) was steel-lined and the remaining portion is a 10ft. diameter concrete conduit. According to the physical hydraulic model test results conducted by Northwest Hydraulic Consultants (NHC) in 2006 on flow conditions and air entrainment in the Canyon Dam tunnel under different flow rates (60cfs, 600cfs, 800cfs, 1,500cfs, 2000cfs, and 2,400cfs) at flow rates of 600 cfs, the tunnel is generally open channel flow from the entrance to about 1,150 ft. and then fully pressurized flow to the tunnel exit. (footnotes, Pp. 4-14 and 4-15) The estimated cost for lining the tunnel based on a similar installation at PG&E's Belden tunnel is 5,808,000 (in 2005 dollars). Table 4-5 and Table 4-6 , pages 4-16 and 4-17 from the Level Three Report details costs estimates for modifying the Canyon Dam Outlet Structure at an estimated cost of \$4,894,000 and lining the Canyon Dam tunnel . Although these estimates are almost 15 years old they provide a useful reference for an updated Canyon Dam safety analysis.

These costs are significant for PG&E. However, they must be weighed against the risks of prolonged power outages and other weather-related factors that risk flooding at Chester or that place additional pressure on downstream hydroelectric dams in the Feather River Canyon. If some portion of the 1.5 million acre foot (MAF) storage capacity of the Lake Almanor reservoir is ever compromised, the most downstream Lake Oroville Dam can safely store up to 3.5 MAF before emergency spills would be required. Plumas suggests that the integrity of the Canyon Dam valves, gates and tunnels is integral to Oroville Dam safety and the safety of the over 118,000 people in the flood inundation zone downstream of Oroville Dam. Thank you for consideration of Plumas concerns regarding dam safety and emergency preparedness at Canyon Dam. Please do not hesitate to contact myself or Plumas staff if you have questions.

Sincerely,

Michael Sanchez, Chair
Board of Supervisors

Cc: Plumas County Supervisor, District Three, sherrie.thrall@gmail.com
Randy Wilson, Plumas County Planning Director, RandyWilson@countyofplumas.com
Leah Wills Plumas County Water Planning Analyst, leah2u@frontiernet.net
California Governor Gavin Newson,
United States Senator Dianne Feinstein,
United States Senator, Kamala Harris,
United States Representative, Doug LaMalfa,
California Senator, Brian Dahle,
Karla Nemeth, Director California Department of Water Resources
Janet Walter, PG&E, jmw3@pge.com
Kevin Richards, PG&E, K1Ra@pge.com
Amy Lind – USFS, amy.lind@usda.gov
Chris Shutes, BlancaPaloma@msn.com
Dave Steindorf, dave@americanwhitewater.org
Nathan Fisch, Nathan.Fisch@Waterboards.ca.gov
Bob Perreault, bobperrault@countyofplumas.com
Amber Mouser, Amber.Mouser@wildlife.ca.gov
Sarah Lose, Sarah.Lose@wildlife.ca.gov
Barbara Drake, bdrake@fs.fed.us
Joseph Matthew, PG&E, MWJA@pge.com



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 · Quincy, California 95971
(530) 283-6303 · Fax (530) 283-6340

kc

Date: July 2, 2019
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Request to hire an Investigative Assistant

Recommendation:

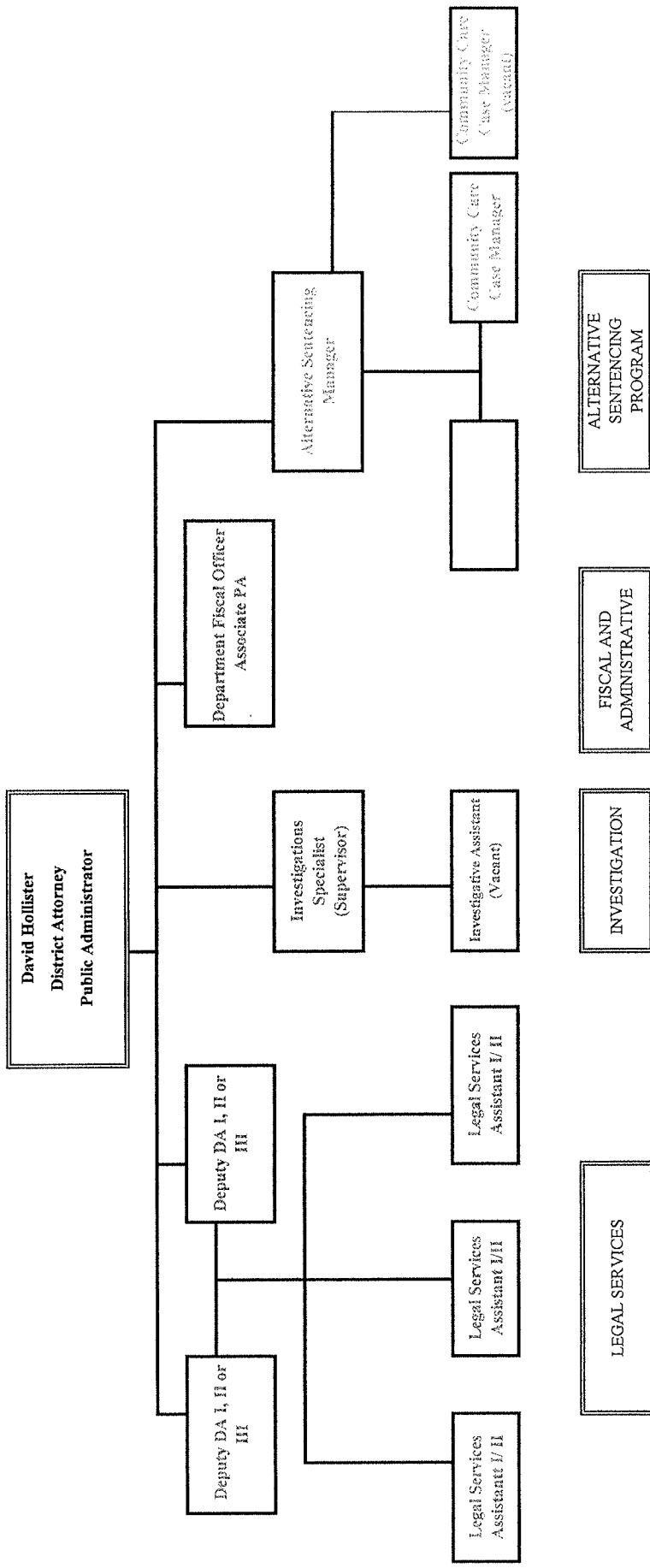
- 1) Authorize the District Attorney to recruit and hire the funded and allocated 1.0 FTE Investigative Assistant to fill a vacancy created by an employee resignation.

Background and Discussion

On June 22, 2019 the Investigative Assistant resigned. This resignation leaves a vacancy in the investigations allocation at a critical time. This position provides investigative support to attorneys and is particularly crucial in the preparation for, and prosecution of, cases at jury trial.

The Department respectfully requests Board approval to fill the vacant and funded Investigative Assistant position .

Plumas County District Attorney's Office
Organizational Chart
2018-19





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: JUNE 13, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 2, 2019, CONSENT AGENDA

RE: REQUEST TO DELEGATE AUTHORITY TO THE SOCIAL SERVICES
DIRECTOR TO EXECUTE A CONTRACT WITH GLENN COUNTY HUMAN
RESOURCES AGENCY FOR CHILD WELFARE CORE AND CWS/CMS
COMPUTER TRAINING

It is Recommended that the Board of Supervisors

Delegate authority to the Social Services Director to execute an annual contract with the Glenn County Human Resources Agency (HRA) for Child Welfare Core and CWS/CMS computer training.

Background and Discussion

In the enclosed memorandum to the Office of County Counsel, the Department has provided background information regarding our annual agreement with Glenn County HRA for CWS Core and CWS/CMS computer training. Consequently, the Board is asked to delegate authority to sign this agreement to the Director of the Department of Social Services. It is noted that no funds change hands directly as a result of this agreement. Instead, funds designated for CWS training are sent directly from the state to Glenn County.

Other Agency Involvement

The Office of County Counsel has approved the agreement as to form.

Copy: DSS Management Staff (memo only)

Enclosures

**CONTRACT BETWEEN PLUMAS COUNTY THROUGH ITS
DEPARTMENT OF SOCIAL SERVICES
AND THE COUNTY OF GLENN
FOR CWS/CMS STAFF TRAINING
FYs 19-20, 20-21, 21-22**

This agreement is entered into by and between the County of Plumas, through its Department of Social Services ("County"), and Glenn County, through its Health and Human Services Agency ("Contractor") for the purpose of providing CWS/CMS staff training.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Services

Provide Child Welfare Services/Case Management System (CWS/CMS) training to County staff; see Exhibit A, List of Classes, which is incorporated by reference.

B. Confidentiality

The intent of this contract is for the Contractor to provide CWS/CMS staff training. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

Contractor shall require all employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19, which provide that:

1. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

C. Changes in Regulations

Within ten (10) days of County's notification to Contractor of a change in California Department of Social Services regulations affecting contract activities, Contractor shall notify County in writing of its choice of one of the following options:

1. Indicate that Contractor's operations are currently in compliance with the proposed change as specified;
2. Indicate that Contractor is in the process of modifying operations to comply with the proposed change and will complete these modifications and be in compliance within 30 days of notification by County; or
3. Terminate this contract with County. Contractor maintains the option to seek modification of the terms of this contract materially affected by a regulation or guideline change.

D. Record Keeping/Reporting

Contractor shall maintain books, records, receipts, documents, and other evidence pertaining to all costs and expenses incurred pursuant to this contract and provide original documents of same to County upon request. Those records shall be kept for a period of at least three years after termination of this contract, or until all audits for compliance with terms, conditions and specifications of the contract are completed, whichever is later. Those records shall be open for audit and review by County, state and federal agencies.

Contractor shall develop and maintain detailed records concerning the services provided pursuant to this contract. Those records shall be in a form acceptable to County. At a minimum, Contractor shall maintain a log of the dates and hours spent providing the services described in Section I. A., of this contract.

Contractor shall provide all information necessary for reports required by County, state, or federal government. Contractor shall fully cooperate with County in providing any information needed by any government entity concerning this contract.

E. Compliance with Laws

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

2. RESPONSIBILITIES OF COUNTY

- A. Ensure County staff attend training as scheduled by County, and notify Contractor, in a timely manner, if staff is unable to attend pre-arranged training.
- B. County shall pay Contractor invoices upon Contractor's submission of complete and approved semi-annual billings.
- C. County shall monitor performance of Contractor to assure compliance with the terms, conditions and specifications of this agreement.

3. COMPENSATION

Contractor shall invoice County on a semi-annual basis for participation in the CWS/CMS lab consortium. County share shall be based upon County Fiscal letter 11-12-18, dated September 16, 2011, as issued by the California Department of Social Services (reference page 42, Attachment E-1b, CWS/CMS Staff Development). The County share shall be five thousand sixty-four dollars (\$5,064) per fiscal year.

4. BILLING AND PAYMENT

Contractor shall submit to County a semi-annual statement of the amount due pursuant to the terms and conditions of this agreement. County share will be payable upon receipt and County will endeavor to make payment to Contractor within thirty (30) days of receipt of complete invoices from the Contractor to the County and approval and acceptance by the County of work billed.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2019, and shall terminate June 30, 2022.

6. TERMINATION OF AGREEMENT

- A. If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or

if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Contractor.

B. Either party may terminate this agreement on 30-day written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.

C. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

D. Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, charts and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under

County's workers compensation insurance plan nor shall Contractor be eligible for any other County benefit.

9. MUTUAL INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's Independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

10. INSURANCE

Contractor is self-insured and shall continuously maintain coverage at established limits as evidenced by the Certificate of Coverage.

11. SUBCONTRACTORS

Contractor will not subcontract any services without the prior written consent of the County and approval of the subcontract as to form by the Office of the County Counsel, Plumas County. Any subcontract entered into with Contractor without prior written consent of the County and approval by the Office of the County Counsel, Plumas County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of the County and approval by the Office of the County Counsel.

Any individuals and entities that provide services as subcontractors to Contractor under this contract will provide and maintain in full force and effect while operating under the terms of this agreement a comprehensive general liability insurance, and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

A. Certificates of Insurance – Subcontractor

A subcontractor, prior to providing services as defined under this contract, shall provide Contractor a Certificate of Insurance as evidence of insurance protection provided. Insurance certificates provided by an insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language, are unacceptable.

In addition, Subcontractors shall provide Contractor a certificate of liability, workers' compensation and other insurance that may be required.

12. CONTROLLING LAW VENUE

This Agreement is made in the County of Glenn, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Glenn.

13. WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

A. EFFECT OF REFUSAL

It is understood and agreed by the parties hereto that this Agreement is subject to the review and approval of the Plumas County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this Agreement, then it is agreed that there is, in fact, no binding Agreement, either written or oral, between the parties herein.

B. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the provision and /or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

14. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, national origin, religion, sex, age, marital status, sexual orientation, political affiliation or disability.

15. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

If to Contractor:

Administration
Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Notice shall be deemed to be effective two days after mailing.

16. ASSURANCE OF COMPLIANCE

Contractor shall comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto as Exhibit B and made a part of this agreement.

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IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF PLUMAS

By: Neal Caiazzo
Neal Caiazzo, Director
Plumas County Department of Social Services
Date:

APPROVED AS TO FORM:

By: Gretchen Stuhr
Gretchen Stuhr
Deputy County Counsel

COUNTY OF GLENN

By: _____
Christine Zoppi, Director
Glenn County Health and Human Services Agency
Date:

APPROVED AS TO FORM:

WJ Vanasek
William J. Vanasek, County Counsel
Glenn County, California

Exhibits:

Exhibit A – List of Classes
Exhibit B – Vendor Assurance of Compliance

Health and Human Services Agency:

- Approved by Deputy Director Administration EV
- Approved by Deputy Director Program DW
- Approved by Fiscal Manager RF
- Approved by Program Manager _____

Exhibit A

LIST OF CLASSES

Courses that can be covered in workshops and training in Glenn County at the Orland site, as well as county specific requests, with integrated computer and CWS skills training;

- Adoptions in CWS/CMS
- Business Intelligence 4.2
- Creating Case Plans in CWS/CMS
- CWS Clerical Support Staff Training: Contact and Service Provider - Day 3 (Morning)
- CWS Clerical Support Staff Training: Court Hearing Process - Day 2 (Afternoon)
- CWS Clerical Support Staff Training: Foster Home Placement - Day 2 (Morning)
- CWS Clerical Support Staff Training: Health and Education Pages - Day 3 (Afternoon)
- CWS Clerical Support Staff Training: Introduction to CWS/CMS and Computer Skills - Day 1 (Morning)
- CWS Clerical Support Staff Training: Referral Intake Process - Day 1 (Afternoon)
- CWS/CMS Contacts
- CWS/CMS for Intermediate Users
- CWS/CMS for New Users
- CWS/CMS for Supervisors and Managers
- CWS/CMS Health and Education Passport
- CWS/CMS Help Desk
- CWS/CMS Placement
- CWS/CMS related to ICWA
- CWS/CMS Resource Management
- Intermediate Business Objects (Webi) for CWS/CMS
- Petition Writing in CWS/CMS
- SafeMeasures Advanced
- SafeMeasures Basic Navigation
- SafeMeasures Training/Updates
- Writing 366.26 Hearing and Post-Permanency Planning Reviews in CWS/CMS
- Writing Family Reunification and Maintenance Reports in CWS/CMS
- Writing Jurisdiction and Disposition Reports in CWS/CMS

Exhibit B

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Glenn County Health and Human Services Agency

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended ;the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Christine Zoppi, Director
Glenn County Health and Human
Services Agency

CR50-Vendor Assurance of Compliance (8/13/01)



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: JUNE 13, 2019

TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JULY 2, 2019, CONSENT AGENDA
RE: AUTHORIZATON TO FILL A VACANT OFFICE ASSISTANT I/II POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant 1.00 FTE Office Assistant I/II position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Office Assistant (OA) I/II class. The position became vacant effective June 11, 2019. This OA position performs application screening for applications for assistance, clerical reception, and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

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

Position Classification: Office Assistant I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the C-IV system including the initial eligibility application for public assistance benefits. The incumbent sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse.

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: Office Assistant – Clerk/Receptionist

- 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 fingerprint imaging and screening of applicants.

- How long has the position been vacant?

Answer: The position became vacant effective June 11, 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 with eligibility determinations due to not having a clerk receptionist that can log in and conduct screening for program eligibility.

- 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.

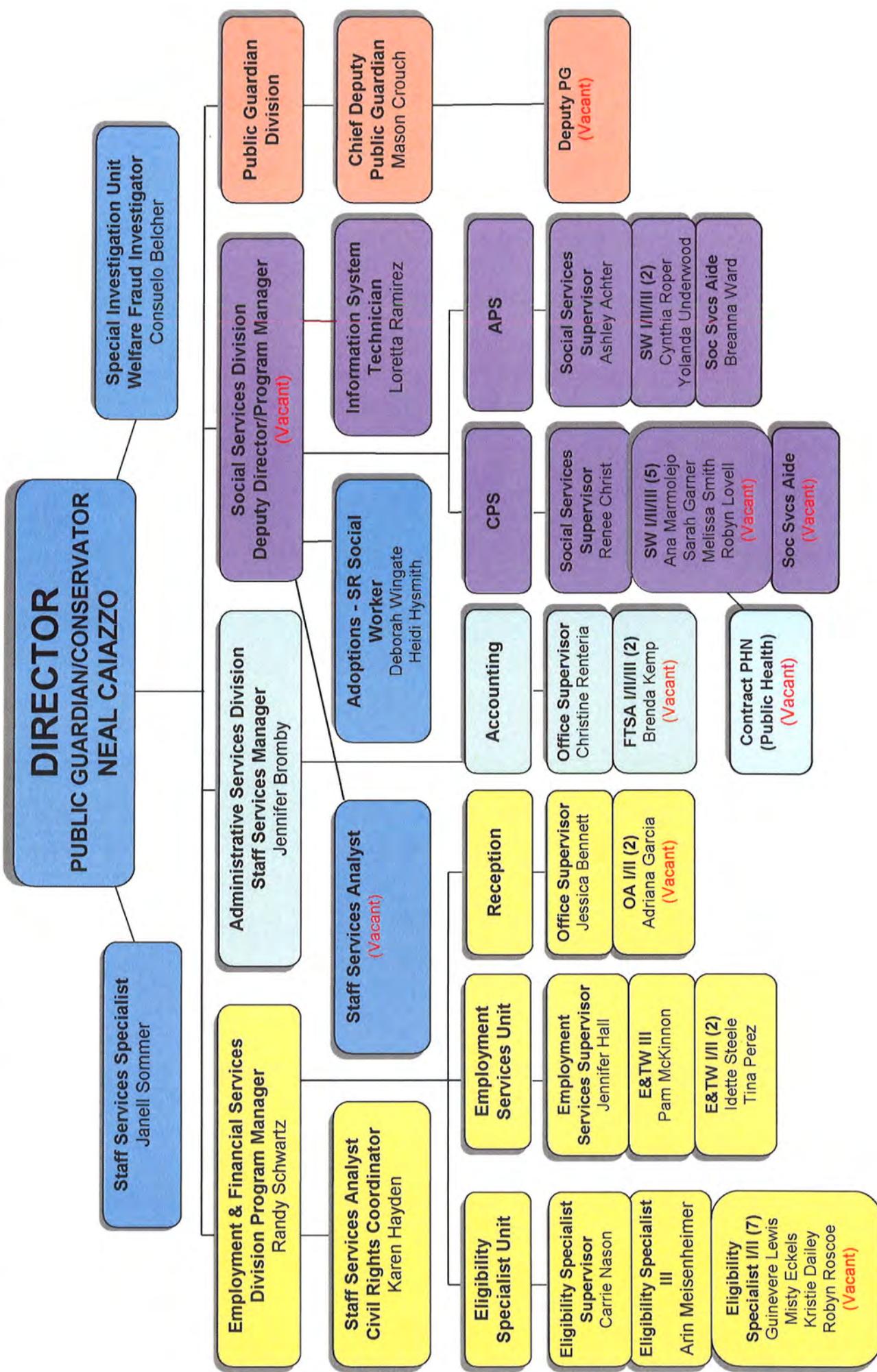
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

103
(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: JUNE 19, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 2, 2019

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH U.C. DAVIS
FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

1. Approve contract #EW-2019-26 in the amount of \$46,750 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff.
2. Authorize the Director of the Department of Social Services to execute the agreement on behalf of the County and as the Board's designee.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state for an Inter-County Training Consortium (ITCT). Together, the counties in the Consortium pool their funds to purchase high quality professional training services from the Center for Human Services Training located at UC Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are Consortium members.

For training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the training programs as a community resource serving the broader base of human service providers.

The agreement that is before your Board today for approval provides eleven full days of training that will be available to the Department's Employment and Training, and Eligibility staff.

Financial Impact

The total value for training received under this agreement is \$46,750. UC Davis provides an in-kind contribution in the amount of \$4,675 which represents what would otherwise be considered a local match requirement from Plumas County. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2019-2020 budget.

Other Agency Involvement

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

Copies: PCDSS Management Staff
Karen Hayden, Staff Services Analyst

Enclosure

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement #EW-2019-26
C000113973

Training Services Agreement

This Agreement is made this _____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and COUNTY OF PLUMAS ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020. All courses must be completed by June 30, 2020.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. 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.

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

User:

County of Plumas
Department of Social Services
270 County Hospital Rd, Ste# 207
Quincy, CA 95971

Additional University:

Center for Human Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

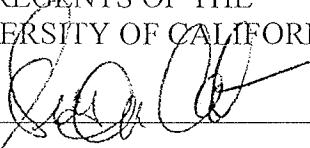
13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University 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; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. 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 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. 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.
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. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. 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.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

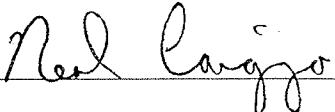
By: 

Name: Susan Catron, MPPA, EdD
Dean, UC Davis Continuing and
Professional Education

Date: 5-23-19

FEIN: 94-6036494

COUNTY OF PLUMAS

By: 

Name:

Date: 6.18.19

Approved as to form:

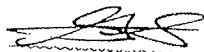
 6/17/19
Gretchen Stuhr
Deputy Plumas County Counsel

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is \$46,750.00



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

1D4

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: JUNE 19, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 2, 2019, CONSENT AGENDA

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

It is Recommended that the Board of Supervisors

1. Approve a contract between the Department of Social Services and Plumas Rural Services for Life Skills parenting 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 14 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 life skills for being a responsible parent is a key component of creating safe and supportive family systems that keep

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 (hereinafter referred to as "County" or "DSS"), 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 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 THOUSAND Dollars (\$30,000.00).
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 agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty 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 Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

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

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

CONTRACTOR:

Plumas Rural Services a
California Corporation

COUNTY:

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

By: _____

Name: Michele Piller

Title: Executive Director

Date: _____

By: Neal Caiazzo

Name: Neal Caiazzo

Title: Director

Date: 6-18-19

APPROVED AS TO FORM:


Sara James 6/14/19
Deputy County Counsel

EXHIBIT A**Life Skills Classes****SCOPE OF WORK**

Plumas Rural Services (PRS) will offer a Life Skills course for parents, consisting of a 2-hour weekly class over 19 weeks. PRS will provide this course in Quincy twice during the fiscal year. The courses will address a diverse array of life skills necessary for parents to be able to successfully raise their children in a safe, stable environment that fosters physical and emotional health and development.

The schedule of classes will introduce the major topic for the week, discuss the major points to remember and how to mitigate common pitfalls. There will be both class-based exercises for the group of parents to gain experience with the topic as well as homework for parents to practice during the week on their own. Classes will be offered as follows.

Data and evaluation materials from the first round of classes will be compiled and reviewed by the Life Skills Coordinator, Chief Operating Officer, and Program Resource Developer, in order to identify areas where the program needs to make improvements, as well as areas of success. Other staff, as relevant and appropriate, may participate in this process for quality improvement.

The second course of classes will be delivered over the next five months (February – June 2020), implementing any changes as identified during the mid-year evaluation process. Reporting will be completed according to the timeline established by the Department of Social Services.

Outcomes and indicators for the Life Skills classes include:

Outcome 1: Parents will improve their ability to manage functional daily life activities and responsibly navigate within their world.

Indicator 1a: Increase in parent knowledge and/or skills in the General Life Skills, Schedule & Time Management, Money Management and Employment Course Topics.

Outcome 2: Parents will improve their ability to properly care for themselves and their child(ren).

Indicator 2a: Increase in parent knowledge and/or skills in the Protective Family Factors, Food & Nutrition, and Household Management Course Topics.

EXHIBIT B**Life Skills Classes**Fee Schedule

Attachment B

**PLUMAS RURAL SERVICES
BUDGET**

Plumas County Department of Social Services
270 County Hospital Rd., Ste 207
Quincy, CA 95971

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971

Multi-Year Service Budgets

| Budget Category | Budget Period 07/19 - 06/20 mm/yy - mm/yy | Budget Period mm/yy - mm/yy | Budget Period mm/yy - mm/yy | Total Budgeted Costs |
|--|---|--------------------------------|--------------------------------|----------------------|
| Personnel/Position | | | | |
| Life Skills Coordinator | 0.44 \$15,015.56 | | | \$15,015.56 |
| Chief Operating Officer | 0.0125 \$1,389.44 | | | \$1,389.44 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Fringe Benefits | | | | \$4,908.43 |
| | | | | |
| Total Salary and Benefits | | | | \$21,313.43 |
| | | | | |
| Operating Expenses | | | | |
| Office Expenses/Supplies | | | | \$1,274.00 |
| Equipment | | | | |
| Rents/Leases | | | | \$695.63 |
| Utilities/Communications | | | | \$692.62 |
| Travel | | | | \$87.00 |
| Software | | | | |
| OTHER - Contractors | | | | \$1,650.00 |
| OTHER - Curriculum, Incentives | | | | \$1,157.22 |
| OTHER - Training | | | | \$500.00 |
| OTHER - Audit/Insurance | | | | \$498.77 |
| | | | | |
| Total Operating Expenses | | | | \$6,555.24 |
| | | | | |
| Other Expenses | | | | |
| Fixed Assets | | | | |
| (OTHER - Please Specify) | | | | |
| (OTHER - Please Specify) | | | | |
| Total Other Expenses | | | | |
| | | | | |
| Total Expenses | | | | |
| | | | | |
| Administrative Cost | | | | \$2,131.33 |
| <i>(Not to exceed 10% of Salaries)</i> | | | | |
| Totals | | | | \$30,000.00 |
| | | | | |



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

105
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: JUNE 21, 2019

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 2, 2019

RE: REQUEST TO APPROVE REVENUE TRANSFER IN THE SOCIAL SERVICES
BUDGET, DEPARTMENT 70590

It is Recommended that the Board of Supervisors

Approve and authorize a supplemental budget of \$22,000 for Account 48000, an increase in appropriation in Account 532800, IHSS in the Department of Social Services budget.

Background and Discussion

The projected budget for the Department of Social Services Fiscal Year 2018-19 preliminary In-Home Supportive Services (IHSS) Maintenance of Effort (MOE) was \$475,000. The final IHSS MOE per County Fiscal Letter (CFL) No. 18/19-80 is \$496,769. Due to these circumstances, a supplemental budget adjustment is needed to pay increased expenses in the IHSS account.

Other Agency Involvement

The Auditor-Controller has approved the enclosed supplemental budget.

Copy: Jennifer Bromby, Staff Services Manager
Roberta Allen, Auditor-Controller

Enclosure

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Social Services Dept. No: 70594 Date 6/21/2019

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

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) IHSS MOE exceeds the amount budgeted for the Fiscal Year

B) A part of Realignment funding was accelerated to Counties to help offset the increased MOE amount

C) This is a current year expenditure.

D) N/A

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

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.

IEI

CERTIFICATION OF STATE SENATE DISTRICT 1 SPECIAL GENERAL ELECTION JUNE 4, 2019

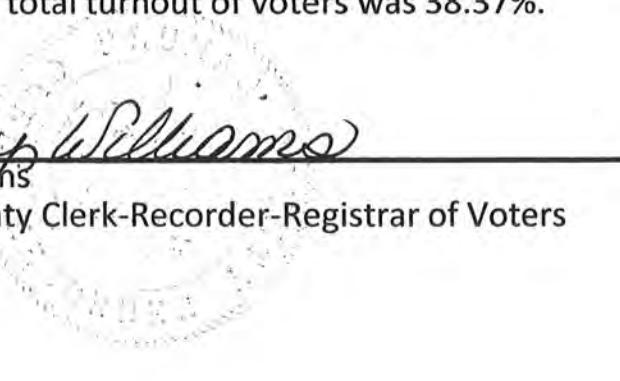
I, Kathy Williams, Plumas County Clerk-Recorder-Registrar of Voters, having completed the Canvass of the returns for the State Senate District 1 Special General Election held on June 4, 2019, and recorded in the Elections Records, certify the results as follows: The results hereto attached and made a part of are true and correct:

STATE SENATE DISTRICT 1

Vote for 1

| | |
|----------------|-------------|
| KEVIN KILEY | 1600 |
| BRIAN D. DAHLE | 3056 |

The Official Final Canvass of votes cast is attached hereto and made a part hereof. The total turnout of voters was 38.37%.


Kathy Williams
Kathy Williams
Plumas County Clerk-Recorder-Registrar of Voters

6-13-2019
Date

PLUMAS COUNTY
JUNE 4, 2019
STATE SENATE DISTRICT 1
SPECIAL GENERAL ELECTION
OFFICIAL FINAL

Date:06/13/19
Time:13:04:41
Page:1 of 1

Registered Voters 12347 - Cards Cast 4737 38.37%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

STATE SENATE DISTRICT 1

| | Total | |
|-----------------------|-------|---------|
| Number of Precincts | 29 | |
| Precincts Reporting | 29 | 100.0 % |
| Vote For | 1 | |
| Total Votes | 4656 | |
| KEVIN KILEY | 1600 | 34.36% |
| BRIAN D. DAHLE | 3056 | 65.64% |

PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218
Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 Fax: (530) 283-6155

DATE: June 24, 2019

TO: The Honorable Board of Supervisors

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: Authorize the County Clerk-Recorder Department to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I-II, created by resignation

Kathy Williams
Clerk – Recorder
Registrar of Voters
kathywilliams@countyofplumas.com

Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

Background

On June 21, 2019, the current Election Services Assistant II provided us with a letter of resignation leaving a vacancy in her position effective July 19, 2019. This creates a critical staffing shortage within the department as the Lead Deputy Clerk-Recorder position has been vacant for over a year due to the low salary scale. This is an especially intense election period for us. With multiple elections already calendared, the department needs to recruit and try to fill the position as quickly as possible. The position of Election Services Assistant is at an extremely low pay range, only 90 cents per hour above minimum wage, and we continue to have the position vacated as soon as a better paying position becomes available. The incumbent leaving this position will be receiving twice the amount Plumas County pays for the same job duties in another county.

The duties of this position have changed over the years and are much more demanding than the duties were at the time the salary was put in place in the 1990's. Election laws have changed requiring daily interaction with the Secretary of State, DMV and our Election Management System. This requires a substantial level of knowledge and understanding of the election process and the ability to work in a fast paced demanding job setting. We need to have a replacement on board to receive training in the new election system that will be implemented in the next few months.

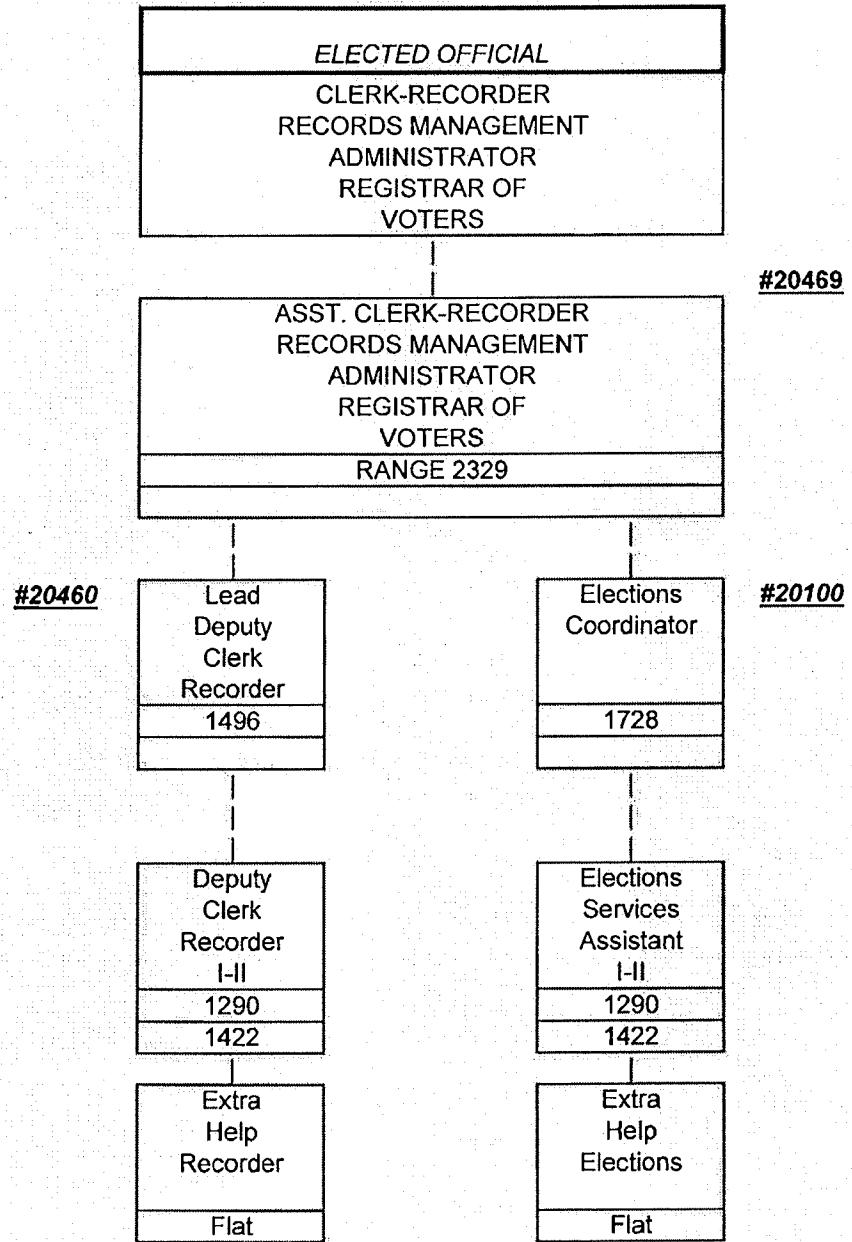
Recommendation

It is recommended that the Board authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I-II position vacancy that has been created by resignation within the department and authorize an applicant to be paid at a step A, B or C or higher depending on qualification and experience. Step A = 1290, B = 1355, C = 1423.

QUESTIONS FOR STAFFING CRITICAL POSITIONS
WHICH ARE CURRENTLY ALLOCATED

ELECTION SERVICES ASSISTANT

- Is there a legitimate business, statutory or financial justification to fill the position?
The department is only allocated 2.5 staff in the Elections Division. There is never a year without one or more elections. The election process requires a minimum of 2 staff to process ballots and provide assistance with election services.
- Why is it critical that this position be filled at this time?
We currently have 3 elections in progress. State law requires many processes to have two staff members present to conduct several procedures.
- How long has the position been vacant? *It becomes vacant July 19, 2019.*
- Can the department use other wages until the next budget cycle? *The department's wage and benefits portion of the 2018/19 and 2019/20 budgets include funding for this position.*
- What are staffing levels at other counties for similar departments and/or positions? *The majority of other counties have more staffing in their election division than we do when we have a full staff of 2.5.*
- What core function will be impacted without filling the position prior to July 1? *Several county functions such as conducting the Special Assesmby District 1 Election, all processes in the November 5, Uniform District Election (UDEL), the upcoming March 3, 2020 Presidential Primary Election and daily duties maintaining the voter database and state reporting requirements.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *None.*
- A non-general fund department head needs 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 the other County departments? *None.*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No.*
- Does the budget reduction plan anticipate the elimination of any of the requested positions? *No.*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the positions may impact positively or negatively the need for general fund support? *None.*
- Does the department have a reserve? *N/A.* If yes, provide the activity of the department's reserve account for the las three years?

ORGANIZATIONAL CHART**CLERK-RECORDER & ELECTIONS**



Office of the Sheriff

Office of Emergency Services

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

IFI

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: June 13, 2019

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Items for the meeting of July 2, 2019

It is recommended that the Board:

Approve and sign contract #PCSO00142 between the Plumas County Sheriff's Office (PCSO) and Susan McCourt in the amount of \$60,000.

Background and Discussion:

The term of this contract is 07/01/19-06/30/20. This purpose of this agreement with Susan McCourt is to provide services as a fire prevention specialist.

Agreement has been reviewed and approved as to form by County Counsel.

**SERVICES AGREEMENT
FOR
SUSAN McCOURT**

THIS AGREEMENT is made and entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "County", and Susan McCourt, hereinafter referred to as "Subcontractor".

WITNESSETH:

- A. **WHEREAS**, County proposes to have Subcontractor to perform the duties listed in Attachment A (Fire Prevention Specialist Scope of Work) and assure that deliverables, activities, and timelines are monitored and managed on an on-going basis as described herein below; and
- B. **WHEREAS**, Subcontractor represents that it has that degree of specialized knowledge and experience contemplated within community wildfire protection planning and firewise community program planning; and
- C. **WHEREAS**, County and Subcontractor desire to contract for specific services in connection with the project described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY SUBCONTRACTOR

1.1. **Scope of Services**. Subcontractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices**. All professional services to be provided by Subcontractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Subcontractors in similar fields and circumstances in accordance with sound professional practices. Subcontractor also warrants that it is familiar with all laws that may affect its performance of this Agreement.

1.3. **Warranty**. Subcontractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Subcontractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and

judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Subcontractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Subcontractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Subcontractor acknowledges that County may enter into agreements with other Subcontractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Subcontractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Subcontractor's sole cost and expense.

1.7. Employees, Agents, and Subcontractors. Subcontractor represents that all work performed under this Agreement will be performed by Subcontractor herself and not by any employee, agent, or subcontractor of Subcontractor without the prior written consent of County. Subcontractor hereby certifies to County that she does not have any employees.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Subcontractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Subcontractor's compensation shall in no case exceed Sixty thousand Dollars (\$60,000.00) for the term this agreement.

2.2 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.

2.3. Additional Services. Subcontractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Subcontractor performing the additional services, approves such additional services in writing according to Section 3.1. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Subcontractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Subcontractor's services which have been completed to County's sole satisfaction. County shall pay Subcontractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Subcontractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Scope of Work approved by County as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. The Scope of Work may be amended by mutual agreement of the parties in writing. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2019 ("Effective Date") and be in effect until June 30, 2020 as provided herein or as otherwise agreed to in writing by the parties. Based on funding and mutual consent of the parties, this agreement may be extended for one additional one-year term.

4.2. Notice of Termination. Either party has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination as specified in Section 6.4. In the event of such termination, Subcontractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Subcontractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of written notice of termination. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete plans or reports, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Subcontractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Subcontractor in its performance of this Agreement including, but not limited to, finished or unfinished plans, outreach materials, data studies or surveys, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Subcontractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Subcontractor shall be at County's sole risk and without liability or legal expense to Subcontractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.
- (f) 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..

(g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

(h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

(i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

(j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Counsel or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Subcontractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Subcontractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Subcontractor in the performance of this Agreement.

Subcontractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Subcontractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, certified email, or certified USPS mail and shall be 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; c) at the time of receipt confirmation if transmission is sent by certified email or certified USPS mail.

COUNTY OF PLUMAS:

Plumas County Office of Emergency Services
1400 E. Main Street
Quincy, CA 95971
Attention: Nick Dawson
(530) 283 – 7438
FAX (530) 283-6344
Email dawson@pcso.net

SUBCONTRACTOR:

Susan McCourt
Post Office Box 30221
Cromberg, CA 96103
Attention: Susan McCourt
(530) 836-1977
FAX (530) 836-1977
Email suemccourt1@gmail.com

6.5. Drug Free Workplace. Subcontractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Subcontractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement 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.

6.8. Assignment. Subcontractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Subcontractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Subcontractor of Subcontractor's obligation to perform all other obligations to be performed by Subcontractor hereunder for the term of this Agreement.

6.9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

6.10. Independent Contractor. Subcontractor is and shall be acting at all times as an independent contractor and not as an employee of County. Subcontractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Subcontractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Subcontractor will provide and use its own materials and supplies when providing services under this agreement.

6.11. PERS Eligibility Indemnification. In the event that Subcontractor or any employee, agent, or subcontractor of Subcontractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Subcontractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Subcontractor or its

employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Subcontractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Subcontractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Subcontractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of Project Manager. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Subcontractor. County shall indemnify and hold harmless Subcontractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Subcontractor. Subcontractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Subcontractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Subcontractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Subcontractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Subcontractor shall be responsible for its work and results under this Agreement. Subcontractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Subcontractor occurs, then Subcontractor shall, at no cost to County, provide all necessary design drawings, estimates and other Subcontractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Subcontractor will not employ any regular employee of

County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Subcontractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good

faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

- \$10,000 or more total contract amount.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

SUBCONTRACTOR:

Susan McCourt

Date: _____

COUNTY OF PLUMAS:

Approved as to form:



Plumas County Counsel

Date: 6/5/19

Approved as to content:

Gregory Hagwood, Director of Emergency Services

Date: _____

Michael Sanchez, Chair
Board of Supervisors

Date: _____

Attest:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

Date: _____

**EXHIBIT A – FIRE PREVENTION SPECIALIST
SCOPE OF WORK**

- **Facilitate continued cooperation and coordination between and among Plumas County Firesafe Council, Plumas County Fire Chief's Association, existing Fire Protection (or service) Districts, Cal Fire, US Forest Service and other fire prevention agencies by regularly attending meetings, providing updates, developing reports and providing wildland fire prevention information and knowledge as appropriate.**
- **Work with Plumas County Fire Safe Council to increase the number of Firewise Communities throughout Plumas County through education and outreach to the local fire departments, various community organizations and the public.**
- **Upon request, provide wildfire prevention planning, consultation and advice to the Plumas County Planning Department, the Plumas County Planning Commission, the Office of Emergency Services, Firewise Communities, Fire Safe Council, other organizations and the public.**
- **Facilitate input from Plumas County Fire Departments regarding the Community Wildfire Protection Plan (CWPP) and Firewise Community development and assist Plumas County Fire Safe Council in developing, coordinating, reviewing, and updating CWPPs.**
- **Work with Fire Safe Council, local fire departments, community leaders and organizations to develop wildfire prevention strategies and mitigation measures.**
- **Provide Quarterly updates to the Plumas County Board of Supervisors during a regularly scheduled and publicly held Board meeting.**
- **Develop and implement action plans to provide homeowner education and outreach for properties located outside existing fire protection district boundaries.**

EXHIBIT B - FEE SCHEDULE**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor at the rate of \$85.00 per hour.
- B. Invoice(s) Shall:
 - 1) Include backup documentation to support the invoice.
 - 2) Bear the Subcontractors name, exactly as shown on the Agreement.
 - 3) Bear the Subcontractor Agreement Number.
 - 4) Identify the deliverables covered on invoice
 - 5) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted monthly to the Project Manager listed in this Agreement under General Provisions, 6.4 Notices.



Office of the Sheriff

Office of Emergency Services

1F2

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: June 19, 2019

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of July 2, 2019

RECOMMENDATION:

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$70,000.00.

BACKGROUND & DISCUSSION:

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.

PCSO 08081

Services Agreement

This Agreement is made this 1st day of June, 2019, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and A & P Helicopters, Inc., a California corporation (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 seventy thousand Dollars (\$70,000.00).
3. Term. The term of this Agreement commences June 1, 2019, and shall remain in effect through May 31, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by A&P Helicopters, Inc., from June 1, 2019, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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 Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA, 95971
Attention: Steve W Peay/Investigations Sergeant

Contractor:

A & P Helicopters, Inc.
P.O. Box 245
Richvale, CA, 95974
Attention: Vickie Compton

22. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. **Retention of Records.** Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

A & P Helicopters, Inc.

By: Craig Compton Date 6-19-19
Name: Craig Compton
Title: President Vice President

Name: Vickie Compton
By: Vickie Compton Date 6/19/19
Title: CFO President

COUNTY:

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

By: _____ Date: _____
Michael Sanchez, Chair
Board of Supervisors

Attest
By: _____
Nancy DaForno
Clerk of the Board

Approved as to form:
By: Sara James Date: 6/14/19
Sara James
Plumas County Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county the following, on an as needed basis;

An appropriately licensed and insured helicopter, McDonnell Douglas Hughes 500D and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below;

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband and ground support staff (if needed)
- Fuel truck and appropriately licensed driver, as needed

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

- Marijuana reconnaissance \$1,000.00 per flight hour includes aircraft; Bell 206BIII or Hughes 500D: and licensed pilot
- Short Haul/Stabo, for personnel, equipment and/or contraband, \$1,150 per flight hour. Includes aircraft; Bell 206BIII or Hughes 500D and licensed pilot *TJL*
- Fuel truck and license driver \$600 per day, if requested
- \$200 per person overnight if requested, pilot and fuel truck driver.



Office of the Sheriff

Office of Emergency Services

1F3

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: **June 19, 2019**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Greg Hagwood** 

RE: **Agenda Item for the meeting of July 2, 2019**

Recommended Action:

Approve supplemental budget request for funding received from the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$10,000.00.

Background and Discussion:

The Sheriff's Office received an annual funding allotment from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2019 in the amount of \$60,000. The funding was awarded in May 2019. A supplemental budget for dept 70348 was inadvertently overlooked and not requested. At this time, a supplemental budget in the amount of \$10,000 is needed for FY 18/19 as costs will be incurred prior to June 30, 2019. Funds are available in dept 70331 – AB443 to pay for these costs, however, this supplemental budget will allow for the costs to be paid from the DCESP budget and applied to the federal grant funds accordingly.

The remaining balance of grant funds will be budgeted for FY 19/20.

This funding is used specifically for payment of overtime costs (wages only – benefit costs are prohibited from reimbursement by DOJ) and expenses associated with cannabis eradication.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: DECSP - SHERIFF

Dept. No: 70348

Date

6/19/2019

The reason for this request is (check one):

Approval Required

- 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

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) SUPPLEMENTAL BUDGET REQUEST FOR USDOJ-DEA FUNDING AWARDED

B) N/A

C) EXPENSE TO BE INCURRED IN FY 18/19

D) FUNDING AWARDED IN MAY 2019

Approved by Department Signing Authority:

Row Jewelry

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

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.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Tony Hobson Ph.D., Director

DATE: July 2, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with North Valley Behavioral Health.
2. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Redding.
3. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign \$40,000.00 Agreement with Native American Health Services.

BACKGROUND AND DISCUSSION:

1. North Valley Behavioral Health is a psychiatric health facility for individuals with acute psychiatric conditions requiring rehabilitation services. This amendment has been approved to form by County Counsel.
2. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel.
3. Native American Health Services will provide telepsychiatry services until July 31, 2019. After that time, Aligned Telehealth & Asana Integrated Medical Group will begin providing services in our clinic, jail, Medication Assisted Treatment (MAT) medical direction, and emergency psychiatric services. This amendment has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



Tony Hobson Ph.D., Director

DATE: July 2, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director *(initials)*

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$300,000.00 Agreement with Willow Glen Care Center.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Agreement with Restpadd-Red Bluff.

BACKGROUND AND DISCUSSION:

1. Willow Glen Care Center is a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions. This amendment has been approved to form by County Counsel.
2. Restpadd-Red Bluff is a psychiatric health facility, providing adult and children therapeutic and rehabilitation services. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.



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DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira
Director

Board Meeting: July 2, 2019

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize board chairman to sign contract between the County and Precision Builders not to exceed \$28,000 dollars for Concrete floor repair at the Almanor Recreation Center in Chester, Ca.

Background

The concrete floors in the Almanor Recreation Center in Chester have deteriorated and are in need of repair. The concrete was flawed when it was installed (possibly from freezing) and has lots of spider web like cracks thru out the slab, this condition will continue to deteriorate and become much worse until it is repaired.

Recommendation

Approve and Authorize Chairman Sanchez to sign contract between the County and Precision Builders not to exceed \$28,000 for concrete floor repair at the Almanor Recreation Center in Chester, Ca.



Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971

Phone: 530-283-6299
Fax: 530-283-6103



DATE: July 2, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Sanchez to sign a consolidation contract between Facility Services & Bob's Janitorial Service.

Recommendation

Approve and authorize Chair Sanchez to sign a consolidation contract between Facility Services & Bob's Janitorial Service.

Background and Discussion

Bob's Janitorial Service currently has six separate janitorial contracts with Plumas County for eight different facilities in Quincy. All six of the currently executed janitorial contracts expire at different times throughout the year. This contract consolidates all of the janitorial contracts with Bob's Janitorial into one contract and voids any currently executed and active janitorial contracts listed in the consolidation contract. There aren't any increases to any fees for any facilities listed in the consolidation contract; this is merely a consolidation contract to help simplify contract monitoring for this service provider. Consolidation contract not to exceed \$175,010.

A copy of the consolidation contract is on file with the Clerk of the Board.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

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Kevin Correira
Director

Board Meeting: July 2, 2019

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Facility Services Director to sign purchase contract with Dow Lewis Motors for a new 2019 GMC sierra 2500 HD service truck to replace a 2005 3500 GMC service truck with 200,000 miles.

Background

The Department of Facility Services is continuing to update their aging fleet of service vehicles to save money on the high cost of repair these vehicles are starting to show. This expenditure is in the budget and has been approved by the Board of Supervisors.

The Facilities Director would like to waive the formal bidding process according to section 3 of the County's Purchasing Policy due to the fact of Quality Considerations and satisfaction in customer service with the current Vendor we are dealing with. We would like all the vehicles that are being replaced to be the same.

Recommendation

Approve and Authorize the Director of Facility Services to sign a Purchase Contract with Dow Lewis Motors in Yuba City, Ca. for the purchase of a new 2019 GMC 2500 HD service truck not to exceed \$42,500 dollars to replace our oldest service truck.

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Dealer Number **4210** Contract Number **0007927** R.O.S. Number **83620** Stock Number **_____**

CUST# 046589

| | | | | | |
|---|--|--|--|---|--|
| Buyer Name and Address (Including County and Zip Code) | | Co-Buyer Name and Address (Including County and Zip Code) | | Seller-Creditor (Name and Address) | |
| PLUMAS COUNTY COUNTY OF PLUMAS FACILITY SERVI 198 ANDYS WAY QUINCY, CA 95971 | | | | DON LEWIS MOTORS 2913 COLUSA HWY YUBA CITY, CA 95993 | |

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

| | | | | | |
|-------------|------|----------------------------|----------|-------------------------------|---|
| New Used | Year | Make and Model | Odometer | Vehicle Identification Number | Primary Use For Which Purchased Personal family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial |
| NEW | 2019 | GMC SIERRA K2500 HD | 147 | 2GD22NEG7K1162782 | <input type="checkbox"/> |

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount of credit provided to you or on your behalf. | Amount Financed | Total Sale Price | |
|---|---|--------------------|------------------------|--|
| | | | Total of Payments | The amount you will have paid after you have made all payments as scheduled. |
| 0.00 | % | \$ 0.00 (e) | \$ 42500.00 (e) | \$ 42500.00 (e) |
| <small>(e) means an estimate</small> | | | | |

YOUR PAYMENT SCHEDULE WILL BE:

| | | |
|---------------------|---------------------|------------------------|
| Number of Payments: | Amount of Payments: | When Payments Are Due: |
| One Payment of | NA | NA |
| One Payment of | NA | NA |
| One Payment of | NA | NA |
| One Payment of | NA | NA |
| One Payment of | NA | NA |
| Monthly beginning | | |

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

| | | |
|----------------------------------|--------------------------|------------------|
| Vehicle Insurance | Term | Premium |
| \$ NA | Ded. Comp., Fire & Theft | NA |
| \$ NA | Ded. Collision | NA |
| Bodily Injury | \$ NA | Limits NA |
| Property Damage | \$ NA | Limits NA |
| Medical | NA | NA |
| Total Vehicle Insurance Premiums | | NA |

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You

are not required to buy any other insurance to obtain credit.

| | | |
|-------------------|----------|------------|
| NA | 42500.00 | 07/19/2019 |
| One final payment | NA | NA |

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment, if you pay early, you may be charged a minimum finance charge. **Security Interest:** You are giving a security interest in the vehicle being purchased. **Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

| | | |
|--|-------------|------|
| 1. Total Cash Price | \$ 39491.92 | (A) |
| A. Cash Price of Motor Vehicle and Accessories | \$ 39491.92 | |
| 1. Cash Price Vehicle | \$ NA | |
| 2. Cash Price Accessories | \$ NA | |
| 3. Other (Nontaxable) | \$ NA | |
| Describe NA | \$ NA | |
| B. Document Processing Charge (not a governmental fee) | \$ 85.00 | (B) |
| C. Emissions Testing Charge (not a governmental fee) | \$ NA | (C) |
| D. (Optional) Theft Deterrent Device(s) | \$ NA | |
| 1. (paid to) NA | \$ NA | (D1) |
| 2. (paid to) NA | \$ NA | (D2) |
| 3. (paid to) NA | \$ NA | (D3) |
| E. (Optional) Surface Protection Product(s) | \$ NA | |
| 1. (paid to) NA | \$ NA | (E1) |
| 2. (paid to) NA | \$ NA | (E2) |
| F. EV Charging Station (paid to) NA | \$ NA | (F) |
| G. Sales Tax (on taxable items in A through F) | \$ 2869.33 | (G) |
| H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) ELECTRONIC FILING | \$ 30.00 | (H) |

| | | | |
|--|-------------|------|---|
| I. (Optional) Service Contract(s) | \$ NA | (I) | 1. Vehicle 1 Year NA Model NA VIN NA a. Agreed Value of Property \$ NA b. Buyer/Co-Buyer Retained Trade Equity \$ NA c. Agreed Value of Property \$ NA Being Traded-In (a-b) \$ NA d. Prior Credit or Lease Balance \$ NA e. Net Trade-In (c-d) (must be ≥ 0) for buyer/co-buyer to retain equity) \$ NA |
| 1. (paid to) NA | \$ NA | (I2) | 2. Vehicle 2 Year NA Model NA VIN NA a. Agreed Value of Property \$ NA b. Buyer/Co-Buyer Retained Trade Equity \$ NA c. Agreed Value of Property \$ NA Being Traded-In (a-b) \$ NA d. Prior Credit or Lease Balance \$ NA e. Net Trade-In (c-d) (must be ≥ 0) for buyer/co-buyer to retain equity) \$ NA |
| 2. (paid to) NA | \$ NA | (I3) | |
| 3. (paid to) NA | \$ NA | (I4) | |
| 4. (paid to) NA | \$ NA | (I5) | |
| 5. (paid to) NA | \$ NA | | |
| J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 (see downpayment and trade-in calculation) | \$ NA | (J) | |
| K. (Optional) Debt Cancellation Agreement | \$ NA | (K) | |
| L. (Optional) Used Vehicle Contract Cancellation Option Agreement | \$ NA | (L) | |
| M. Other (paid to) NA | \$ NA | (M) | |
| For NA | \$ NA | (N) | |
| N. Other (paid to) NA | \$ NA | | |
| For NA | \$ NA | | |
| Total Cash Price (A through N) | \$ 42476.25 | (1) | |
| 2. Amounts Paid to Public Officials ESTIMATED | \$ NA | (A) | |
| A. Vehicle License Fees | \$ 15.00 | (B) | |
| B. Registration/Transfer/Titling Fees | \$ 0.00 | (C) | |

| | | | | |
|---|---|------------|---|---------------------|
| C. California Tire Fees | \$ <u>0.00</u> | (C) | d. Prior Credit or Lease Balance | \$ <u>NA</u> |
| D. Other | \$ <u>NA</u> | (D) | e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) | \$ <u>NA</u> |
| Total Official Fees (A through D) | \$ <u>0.00</u> | (2) | | |
| 3. Amount Paid to Insurance Companies | (Total premiums from Statement of Insurance) | | | |
| 4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee | \$ <u>NA</u> | (3) | Total Agreed Value of Property | \$ <u>NA</u> |
| 5. Subtotal (1 through 4) | \$ <u>42500.00</u> | (4) | Being Traded-In (1c+2c) | \$ <u>NA</u> |
| 6. Total Downpayment | \$ <u>NA</u> | (5) | Total Prior Credit or Lease Balance (1d+2d) | \$ <u>NA</u> |
| A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): | \$ <u>NA</u> | (A) | Total Net Trade-In (1e+2e) | \$ <u>NA</u> |
| Vehicle 1 \$ <u>NA</u> Vehicle 2 \$ <u>NA</u> | \$ <u>NA</u> | (B) | (*See item 6A-6C in the Itemization of Amount Financed) | |
| B. Total Less Prior Credit or Lease Balance (e) | \$ <u>NA</u> | (C) | OPTION: <input type="checkbox"/> You pay no finance charge if the | |
| Vehicle 1 \$ <u>NA</u> Vehicle 2 \$ <u>NA</u> | \$ <u>NA</u> | (D) | Amount Financed item 7, is paid in full on or | |
| C. Total Net Trade-In (A-B) (indicate if negative number) | \$ <u>NA</u> | (E) | before <u>NA</u> Year <u>NA</u> | |
| Vehicle 1 \$ <u>NA</u> Vehicle 2 \$ <u>NA</u> | \$ <u>NA</u> | (F) | Agreement to Arbitrate: By signing below, you agree that, pursuant | |
| D. Deferred Downpayment Payable to Seller | \$ <u>NA</u> | (G) | to the Arbitration Provision on the reverse side of this contract, you | |
| E. Manufacturer's Rebate | \$ <u>NA</u> | (H) | or we may elect to resolve any dispute by neutral, binding arbitration | |
| F. Other | \$ <u>NA</u> | (I) | and not by a court action. See the Arbitration Provision for additional | |
| G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card | \$ <u>NA</u> | (J) | information concerning the agreement to arbitrate. | |
| Total Downpayment (C through G) | \$ <u>0.00</u> | (6) | | |
| 7. Amount Financed (5 less 6) | \$ <u>42500.00</u> | (7) | | |

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. Buyer Signature NA

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding. Buyer Signs NA Co-Buyer Signs NA

SELLER'S RIGHT TO CANCEL: If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply. Buyer X Co-Buyer X NA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE, IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER, HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

SS X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make unilateral change.

Buyer Signature X _____

NA

Co-Buyer Signature X _____

NA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

Buyer Signature X _____

Date 06/19/2019 Co-Buyer Signature X NA _____ Date NA

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____

Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____

Date _____ Address _____

Guarantor X _____

Date _____ Address _____

Seller Signs **DEAN LEWIS MOTORS** _____

Title MGR.

LAW FORM NO. 553-CA-ARB (REV. 7/16)
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ORIGINAL LIENHOLDER



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

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

R. CRAIG SETTLEMIRE
COUNTY COUNSEL
GRETCHEN STUHR
DEPUTY COUNTY COUNSEL III
SARAH JAMES
DEPUTY COUNTY COUNSEL II

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

June 20, 2019

11

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

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

A handwritten signature of R. Craig Settlemire in black ink.

SUBJECT: Legal Services Agreement with Robert D. McIlroy, Attorney at Law, for representation of conservatees in Public Guardian/Conservator cases. (for the meeting on July 2, 2019)

SUMMARY OF RECOMMENDATION:

That the Board of Supervisors consider and approve renewal of a Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2019, through June 30, 2020, compensation payable in the amount of \$862.50 per month; and authorize Chair to sign on behalf of Plumas County.

BACKGROUND:

The Office of the Public Guardian insures the physical and financial safety of persons unable to do so on their own, and when there are no viable alternatives to a public conservatorship. The Superior Court determines whether a conservatorship should be established. The court process includes petitioning the court and notifying the proposed conservatee and his or her family of the proceedings. A conservatorship is only established as a last resort through a formal hearing. The Superior Court can appoint the Public Guardian as a conservator of the person only, estate only (for probate) or both person and estate. There are generally two types of conservatorships – Probate and LPS.

Probate Conservatorships are primarily established for frail adults who are unable to provide for their own personal needs for physical health, food, clothing and/or shelter or cannot manage their own finances or cannot resist undue influence. Probate conservatorships are often used for older adults with severe limitations and for younger adults who have serious cognitive

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settemire, *Plumas County Counsel*
SUBJECT: Legal Services Agreement with Robert D. McIlroy, Attorney at Law, for representation of conservatees in Public Guardian/Conservator cases.

Page 2 of 2

impairments, and will remain in effect until the conservatee can show that he/she is again capable of handling his/her own affairs appropriately.

LPS Conservatorships are established to arrange mental health treatment and placement for people who are gravely disabled and unable to provide for their food, clothing, shelter and treatment needs as a result of a mental disorder. An LPS conservator does have the authority to place a conservatee in a psychiatric treatment facility, and these conservatorships must be renewed on an annual basis.

People who are the subject of a probate of LPS conservatorship are entitled to have an attorney appointed to represent them at County expense if they cannot afford to pay for a private attorney. Since representation in Public Guardian/Conservatorship cases is excluded from the current Public Defender contracts, Plumas County has separately contracted for such services with a local attorney, Robert D. McIlroy, for over 20 years. Mr. McIlroy is willing to continue to provide such services.

However, Mr. McIlroy has noted that the compensation he has been paid (\$862.50 per month) to represent conservatees has not be adjusted for approximately ten (10) years. Accordingly, he has asked that the County consider a "modest adjustment." He is willing to continue providing services at the same rate, pending consideration of his request as part of the County's budget process for Fiscal Year 2019-2020.

Mr. McIlroy's fees for this agreement are payable from the Public Defender Budget, a part of the General Fund. In rare situations, where a conservatee has sufficient assets and income, a portion of the legal fees paid to Mr. McIlroy may be recovered by the County from the conservatee's estate upon court approval.

ACTION:

It is respectfully recommended that your Board approve renewal of Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2019, through June 30, 2020, compensation payable in the amount of \$862.50 per month; and authorize Chair to sign on behalf of Plumas County.

END OF MEMORANDUM

[S:\OPINIONS\Memos\BOS Memo re McIlroy Legal Service Agreement.doc]

LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as "Attorney") and Plumas County, a political subdivision of the State of California, (hereafter referred to as "County").

WHEREAS, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

NOW, THEREFORE, the parties agree as follows:

1. **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.
2. **LEGAL SERVICES.** Attorney will provide the following services:
 - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
 - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
 - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
 - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
 - E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present

placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.

3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 301, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of Eight Hundred Sixty-Two Dollars and Fifty Cents (\$862.50) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked.

5. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.

6. **INSURANCE.** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for the work covered under this contract increase substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases. Contractor is aware of his duty to disclose lack of professional liability insurance under Rules of Professional Conduct, Rule 3-410.

7. **CHOICE OF LAW.** The laws of the State of California shall govern this agreement.

8. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

COUNTY OF PLUMAS, a political subdivision of the State of California

Michael Sanchez, Chair,
Board of Supervisors

Date: _____

ATTORNEY


Robert D. McIlroy, Attorney At Law
P.O. Box 3136
Quincy, CA 95971

Date: 06-20-19

APPROVED AS TO FORM


R. Craig Settemire, County Counsel

Date: 6/20/2019



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

15

Date: June 24, 2019

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for July 2, 2019

Item Description/Recommendation: Approve the attached Resolution to accept Standard Agreement Amendment Number 16-10305 A02 from the California Department of Public Health, Office of AIDS for Housing Opportunities for Persons With AIDS (HOPWA), and authorize the Director of Public Health to sign the Amendment as the Boards designee.

Background Information: Plumas County Public Health Agency has a contract with the State Department of Public Health, Office of AIDS for various HIV/AIDS related services and prevention activities, one of which, HOPWA is addressed today. The goal of Housing Opportunities for Persons Living with AIDS (HOPWA) is to assist individuals with advanced HIV infection and AIDS to remain safely in their homes thus reducing the need for costly and inappropriate hospitalization. The program, which is administered for the Mountain Counties AIDS Consortium by Plumas County Public Health Agency, has been immensely successful in our five county regions. Clients in Plumas, Siskiyou, Sierra, Modoc and Lassen Counties access HOPWA funds for emergency rental assistance and partial payment of utilities through the Plumas County Public Health Agency contract with the State Office of AIDS. The program which is 100% State funded covers costs for the five counties and is fully utilized each year.

This amendment increases the funding amount from \$89,546.00 to \$104,206.00 for the period of July 1, 2016 through June 30, 2019.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HOPWA-Standard Agreement Amendment A02 FY 16-19 -Resolution.doc

RESOLUTION NO. 19-_____

A RESOLUTION TO ACCEPT STANDARD AGREEMENT AMENDMENT NUMBER 16-10305 A02, FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, OFFICE OF AIDS FOR FUNDING FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM FOR FISCAL YEARS JULY 1, 2016 THROUGH JUNE 30, 2019.

WHEREAS, Plumas County Public Health Agency will assist in alleviating or preventing homelessness among people living with HIV/AIDS and their families by providing housing assistance and supportive services;

WHEREAS, Plumas County Public Health Agency will provide resources and incentives to devise comprehensive strategies for meeting various types of housing needs;

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

1. Approve and Accept Standard Agreement Amendment Number 16-10305 A02 from the California Department of Public Health, Office of AIDS for Fiscal Years 2016-2019 in the amount of \$104,206.00.
2. Authorize the Director of Public Health to sign the agreement amendment and execute subsequent documents pertaining to Agreement Number 16-10853.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of July 2019, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

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



CONSENT AGENDA REQUEST

For the July 2, 2019 meeting of the Plumas County Board of Supervisors

Date: June 24, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Authorize Execution of Amendment No. 8 to Professional Services Agreement for "On-call Environmental/CEQA & NEPA Services" for the "Quincy-LaPorte Road Emergency Repair Project" in an amount not to exceed \$39,957.08.**

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

Project Background:

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Quincy-LaPorte Road Emergency Repair Project (project). The project site is located on Quincy-LaPorte Road (County Road 511), 7.5 miles south of State Route 70 near East Quincy. In February 2017, flows overtopped culverts at the Quincy-LaPorte Road at Willow Creek crossing. This event damaged ditch lines and washed out a travel lane and shoulders on Quincy-LaPorte Road. Temporary storm repair measures implemented by the County included repairs to road shoulders and vertical drop-offs in the ditch line, and the diversion of Willow Creek back to its original channel to prevent further damage to the road. For a permanent repair, the County proposes to reconstruct the road embankment to its original footprint. The full width of the structural section will be replaced with aggregate base and hot mix asphalt. At other locations, damaged asphalt will be saw-cut, removed, and replaced with hot mix asphalt. The ditch line will be restored to pre-storm event conditions.

The project is federally funded through the Emergency Relief (ER) Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans.

The Scope of Work shall include Tasks 1 through 4 identified in the Scope of Work, which is attached to the attached contract as Exhibit "A".

The attached Amendment No. 8 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Public Works staff has authorized Stantec to begin work on this project prior to execution of this amendment as federal funds allocated to undertake repairs to this road must be allocated for construction by September 30, 2019. Therefore, it is requested that this contract shall be ratified retroactively to May 6, 2019.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 8 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for the “Quincy-LaPorte Road Emergency Repair Project” in an amount not to exceed \$39,957.08.

Attachment: Amendment No. 8 to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 8
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
for the
Quincy-LaPorte Road Emergency Repair Project

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-002 is hereby amended as follows:

Project Background

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Quincy-LaPorte Road Emergency Repair Project (project). The project site is located on Quincy-LaPorte Road (County Road 511), 7.5 miles south of State Route 70 near East Quincy. In February 2017, flows overtopped culverts at the Quincy-LaPorte Road at Willow Creek crossing at Station 10+00. This event damaged ditch lines and washed out shoulders on Quincy-LaPorte Road. Temporary storm repair measures implemented by the County included repairs to road shoulders and vertical drop-offs in the ditch line, and the diversion of Willow Creek back to its original channel to prevent further damage to the road. For a permanent repair, the County proposes to reconstruct the road embankment to its original footprint. All proposed work is located within a single parcel and the County will need to acquire a permanent road easement or fee title, in addition to a temporary construction easement. Plumas National Forest lands are adjacent to the project site, but proposed activities will not encroach on them.

The project is federally funded through the Emergency Relief (ER) Program, which is administered by the California Department of Transportation (Caltrans).

Prior to commencement of repair activities, environmental assessments and evaluations must be performed and appropriate permits secured.

Scope of Work

The Scope of Work shall include Base Tasks 1 through 4 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Consultants Initials

 County Initials

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost of Base Tasks 1 through 4 is Thirty Nine Thousand, Nine Hundred and Fifty Seven Dollars and Eight Cents (\$39,957.08).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

This Task Order Amendment shall be ratified retroactively to May 6, 2019.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



Deputy County Counsel

Date: 6/10/19

CONCURRENCE BY:

Michael Sanchez, Chair
Board of Supervisors

Date: _____

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.

Signature
Timothy A. Reilly, Principal

Date: _____

Signature
Wirt Lanning, Principal

Date: _____

Taxpayer ID Number – 11-2167170

Attachments: Exhibits A - Scope of Work, Exhibit B – Fee Schedule & Exhibit C – Project Schedule

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

Quincy-LaPorte Road Emergency Repair Project

Environmental Services Support

May 14, 2019

EXHIBIT A
Scope of Work

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Quincy-LaPorte Road Emergency Repair Project (project). The project site is located on Quincy-LaPorte Road (County Road 511), 7.5 miles south of State Route 70 near East Quincy. In February 2017, flows overtopped culverts at the Quincy-LaPorte Road at Willow Creek crossing at Station 10+00. This event damaged ditch lines and washed out shoulders on Quincy-LaPorte Road. Temporary storm repair measures implemented by the County included repairs to road shoulders and vertical drop-offs in the ditch line, and the diversion of Willow Creek back to its original channel to prevent further damage to the road. For a permanent repair, the County proposes to reconstruct the road embankment to its original footprint. From Station 24+00 to 28+00, the full width of the structural section will be replaced with aggregate base and hot mix asphalt. At other locations, damaged asphalt will be saw-cut, removed, and replaced with hot mix asphalt. The ditch line will be restored to pre-storm event conditions. All proposed work is located within a single parcel and the County will need to acquire a permanent road easement or fee title, in addition to a temporary construction easement. Plumas National Forest lands are adjacent to the project site, but proposed activities will not encroach on them.

The project is federally funded through the Emergency Relief (ER) Program, which is administered by the California Department of Transportation (Caltrans). The technical studies completed under this task order will be reviewed and approved by Caltrans. Based on the findings presented in the Preliminary Environmental Studies (PES) form provided by the County, Stantec will complete the following tasks.

Task 1: Prepare Natural Environment Study Report – Minimal Impacts

Stantec will prepare a Natural Environment Study – Minimal Impacts (NES-MI) report in accordance with the Caltrans Standard Environmental Reference (SER) (Chapter 14) that utilizes the current Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES-MI report will characterize biological resources in the biological study area (BSA) (generally corresponds to the area of potential effects [APE]) and vicinity; assess project impacts on biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES-MI report will entail:

- review existing biological resources information obtained during previous investigations for nearby projects, review the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) database for reported occurrences of special-status plant and animal species within the project vicinity (approximately 5 miles), and review an official plant and animal species list obtained from the U.S. Fish and Wildlife Service (USFWS);
- coordination with resource agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and USFWS, as necessary;



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Quincy-LaPorte Road Emergency Repair Project – Environmental Services Support
May 14, 2019

- a reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife, including nesting raptors and roosting bats;
- conduct a single-visit botanical survey in the spring of 2019 for special-status plant species within the BSA;
- prepare a discussion that includes a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s);
- noxious and invasive weed species populations will be discussed and evaluated in the NES-MI for compliance with Federal Executive Order 13112 (Invasive Species);
- based on project site plans and wetland impact calculations provided by the County, Stantec will evaluate temporary impacts on jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, Stantec will prepare an NES-MI report. An internal draft NES-MI will be submitted for review by the County. Once County comments are addressed, Stantec will then finalize and submit the revised NES-MI report to Caltrans for approval. Stantec will address comments provided by Caltrans and submit a final NES-MI report for review and approval.

Deliverables: Electronic copies (Word.doc, PDF) of draft and revised draft NES-MI report; up to three (3) hard copies and an electronic copy (PDF) of the final NES-MI report.

Meeting(s): Not Applicable.

Task 2: Conduct Wetland Delineation

Stantec will conduct a delineation of waters of the United States, including identification of the ordinary high-water mark of Willow Creek, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the BSA; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, Stantec will perform a routine delineation within the BSA and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the BSA or aerial imagery provided by the County. The delineation report will contain background information, data sheets, site photographs, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, Stantec will submit the delineation report to Caltrans for review and approval. Following approval by Caltrans, Stantec will submit a final copy (in electronic format) to the County. If requested by the County, Stantec will submit the delineation report to the Corps (Sacramento District) for verification. Stantec will be available to attend a field verification visit with the Corps, as directed by the County, and prepare a final, revised wetland delineation map based on comments provided by the Corps.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Quincy-LaPorte Road Emergency Repair Project – Environmental Services Support
May 14, 2019

Deliverables: Electronic copy (Word.doc, PDF) of draft and revised draft wetland delineation report; up to three (3) hard copies and an electronic copy (PDF) of the final wetland delineation report.

Meeting(s): Field verification visit with Corps at project site, if requested.

Task 3: Prepare Water Quality Technical Memorandum

Stantec will prepare a short water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memorandum will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references.

Stantec will prepare an administrative draft version of the tech memorandum for review by the County. Stantec will revise the memorandum, if needed, and will prepare a revised draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the tech memorandum for submittal to Caltrans.

Deliverables: Electronic copy (Word.doc, PDF) of the draft and revised water quality memorandum; up to three (3) hard copies and an electronic copy (PDF) of the final water quality memorandum.

Meeting(s): Not Applicable.

Task 4: Prepare Regulatory Permit Applications

Stantec will prepare permitting packages for the County's signature and submittal. Based on existing information for the proposed project, Stantec anticipates the following permits will be required:

Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, Stantec will prepare a pre-construction notification (PCN) and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County will be responsible for providing Stantec with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material). If compensatory mitigation is required for project impacts, we assume a detailed mitigation plan will not be required and that the County can achieve mitigation via payment through the Corps-approved in lieu fee program.

Stantec will provide an electronic version of the PCN to the County for review and will address any comments. Once finalized, the County will submit the PCN to the Corps and will be responsible for subsequent coordination.



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Quincy-LaPorte Road Emergency Repair Project – Environmental Services Support
May 14, 2019

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

In compliance with Section 401 of the Clean Water Act, Stantec will prepare an application for water quality certification from the Central Valley Regional Water Quality Control Board (RWQCB). A copy of the PCN may be attached to the application. The County will be responsible for providing Stantec with the project detail necessary to complete the application (e.g., Appendix C storm water calculator, area, type, and volume of fill material), if applicable. The County will be responsible for submitting the application to the RWQCB and payment of the application fee (made payable to the State Water Resources Control Board).

Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

In compliance with Section 1602 of the California Fish and Game Code, Stantec will prepare a Notification of Streambed Alteration on behalf of the County for submittal to the CDFW. The County will be responsible for submitting the notification to the CDFW and payment of the notification fee. The County will be responsible for providing Stantec with the project detail necessary to complete the notification (e.g., area, type, and volume of fill material; area of vegetation removal).

Deliverables: Electronic copy (Word.doc, PDF) of the draft versions for each permit application identified above; Electronic copy (PDF) of the final versions of each permit application identified above.

Meeting(s): Not Applicable.



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PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Quincy-LaPorte Road Emergency Repair Project – Environmental Services Support
May 14, 2019

EXHIBIT B
Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed thirty nine thousand nine hundred fifty seven dollars and eight cents (\$39,957.08). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the attached cost spreadsheet. Cost by task is summarized below:

| Tasks | Cost |
|--|-------------|
| Task 1: Prepare Natural Environment Study Report – Minimal Impacts | \$10,217.30 |
| Task 2: Conduct Wetland Delineation | \$8,810.40 |
| Task 3: Prepare Water Quality Technical Memorandum | \$6,619.90 |
| Task 4: Prepare Regulatory Permit Applications | \$14,309.48 |



A handwritten signature in black ink, appearing to read 'JL'.

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Quincy-LaPorte Road Emergency Repair Project – Environmental Services Support
May 14, 2019

EXHIBIT C
Project Schedule

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed and receipt of a stable project description. Field work will be dependent on weather and site conditions. We assume approximately two weeks to respond to County comments and 2–4 weeks to respond to Caltrans comments; Caltrans' review periods may range from 20–60 days depending on staff commitments. Provided below is a tentative completion schedule to complete the initial draft documents.

| Tasks | Duration to Complete Draft |
|--|---|
| Task 1: Prepare Natural Environment Study Report – Minimal Impacts | 10 weeks |
| Task 2: Conduct Wetland Delineation | 8 weeks |
| Task 3: Prepare Water Quality Technical Memorandum | 8 weeks |
| Task 4: Prepare Regulatory Permit Applications | 4 weeks following completion of CEQA/NEPA |



A handwritten signature, possibly belonging to the project manager or a representative of the county, is located in the bottom right corner of the page.

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



CONSENT AGENDA REQUEST

For the July 2, 2019 meeting of the Plumas County Board of Supervisors

June 24, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Contract Award of Professional Service Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in an amount not to exceed \$25,000

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

Background:

The Plumas County Department of Public Works utilizes a specialized cost accounting software system for its in-house accounting needs.

As the contract with the vendor has expired, a new contract is necessary in order for the vendor to continue to provide maintenance and systems support for this software.

A copy of the contract, approved as to form by County Counsel is attached.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement for Maintenance and Systems Services for Public Works Cost Accounting System with Cascade Software Systems, in an amount not to exceed \$25,000.

Contractor 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 Public Works Department (hereinafter referred to as "County"), and Cascade Software Systems, Inc., 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 (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand Dollars and No/100 (\$25,000) over the term of this Agreement.
3. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2022.
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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. 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.
8. **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.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **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.



COUNTY INITIALS

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 insured's. 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 the 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, representative 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 endorsement 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



COUNTY INITIALS

time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify subcontractor's compliance.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.
17. 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.
18. 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.
19. 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.



COUNTY INITIALS

20. 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.
21. 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.
22. 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 of Plumas
Road Department
1834 E. Main Street
Quincy, CA 95971
Attention: Damien Frank

CONTRACTOR:

Cascade Software Systems, Inc.
P.O. Box 10723
Eugene, OR 97440
Attention: Aad Alkemade

23. 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.
24. 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.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.



COUNTY INITIALS

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

CONTRACTOR:

Cascade Software Systems, Inc.

By: _____
Name: Ayren Spinner
Title: President, Owner
Date signed: _____

COUNTY:

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

By: _____
Name: Robert Perreault
Title: Director of Public Works
Date signed: _____

APPROVED AS TO FORM:
Plumas County Counsel

By: 
Name: Gretchen Stahr
Title: Deputy County Counsel
Date Signed: 6/13/19

APPROVED:

Purchasing Agent

By: _____
Name: Gabriel Hydrick
Title: County Administrator
Date Signed: _____

 COUNTY INITIALS _____

EXHIBIT A

Scope of Work

Provide Plumas County Department of Public Works maintenance and systems services for the Cost Accounting Management System (CAMS) as set forth in the attached Exhibit A-1.

EXHIBIT B

Fee Schedule

Fees for FY 19/20 shall be as stated on Exhibit A-1.

Fees for FY 20/21 and FY 21/22 shall be proposed by Contractor via written notice given at least thirty (30) days prior to the beginning of those fiscal years (7/1/2020 and 7/1/2021, respectively), and the County may elect to accept such fees or terminate the contract effective at the beginning of the new fiscal year. Total compensation paid by County to Contractor shall not exceed \$8,000 for each fiscal year, and shall not exceed \$25,000 for the entire term of the contract.

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COUNTY INITIALS

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



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CONSENT AGENDA REQUEST

For the July 2, 2019 meeting of the Plumas County Board of Supervisors

June 24, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Equipment Service Worker position in the Quincy Maintenance Shop

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

Background:

One (1) FTE PW Equipment Service Worker has been promoted to Shop Equipment Mechanic effective June 24, 2019 in the Quincy Maintenance shop.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY18/19 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Equipment Service Worker in the Quincy Maintenance Shop.

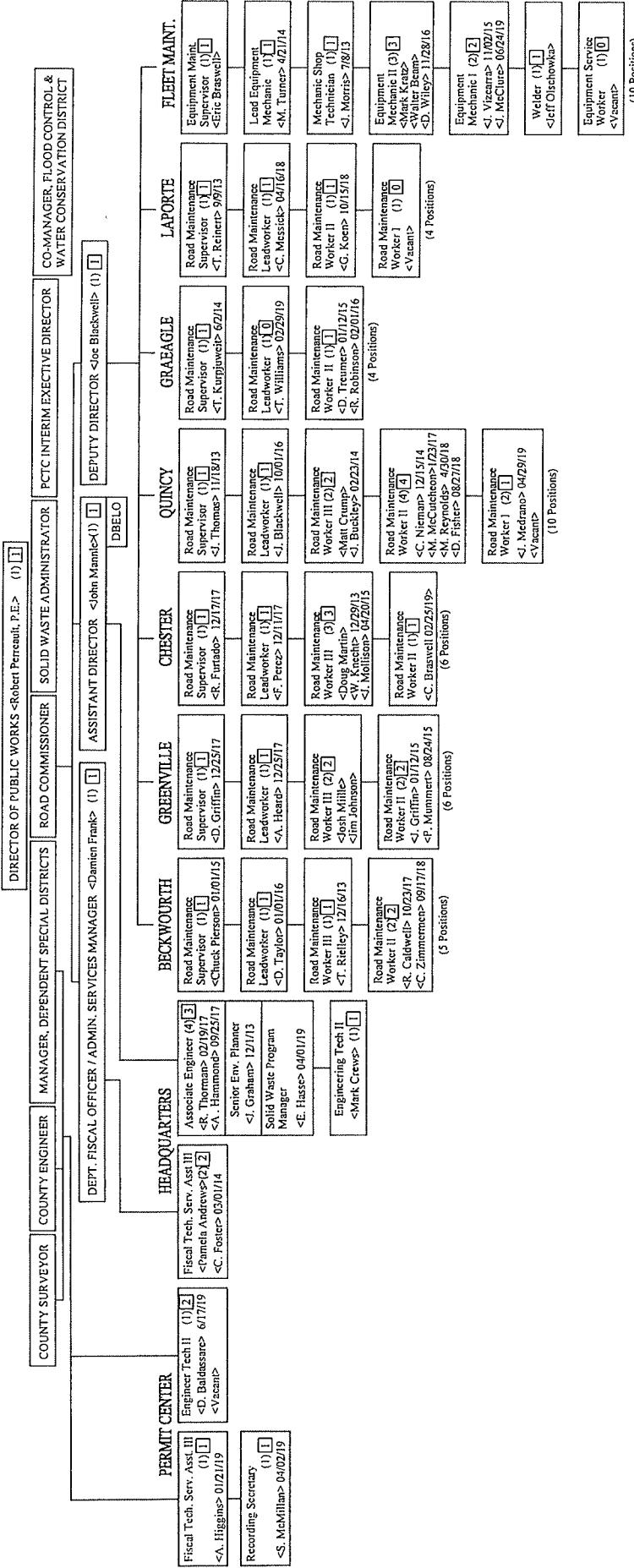
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Equipment Service Worker Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?
Equipment Service Workers are the workforce for maintaining and repairing County road equipment.
- Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads
- How long has the position been vacant?
One week.
- Can the department use other wages until the next budget cycle?
The department’s wage and benefits portion of the 19/20 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- 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? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **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?
None
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

15/16 (\$1,000,000) 16/17 \$0 17/18 (\$600,000)

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



Director of Public Works
Revision Date: 06/19/19

3

WALKER RANCH COMMUNITY SERVICES DISTRICT
C/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, WRCSD*

AGENDA REQUEST

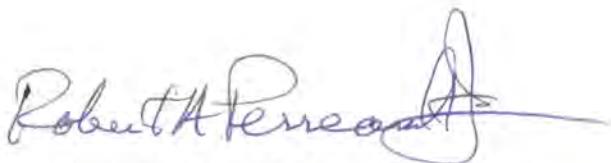
for the July 2, 2019 meeting of the Plumas County Board of Supervisors

Date: June 24, 2019

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD

Subject: Application for Reversion of the Trailhead Subdivision within the
Walker Ranch Community Services District (WRCSD); discussion.



BACKGROUND:

The WRCSD Governing Board considered an Application for Trailhead Subdivision Reversion to Acreage on June 4, 2019 for approval. On June 4, 2019, the Governing Board voted to continue the matter to July 2, 2019.

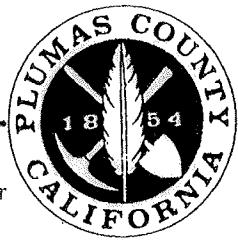
Since June 4, 2019, a field meeting was conducted on June 14, 2019 at the Trailhead site. Present were officials from Plumas County and officials and representative of Plumas Bank.

Attached is a letter to Kathy Beatty dated June 24, 2019. Also attached is the March 5, 2019 letter to Kathy Beatty.

Attachment: Letter to Kathy Beatty, Plumas Bank, dated June 24, 2019
Letter to Kathy Beatty, Plumas Bank, dated March 5, 2019

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



June 24, 2019

Kathy Beatty, Assistant Vice President, Plumas Bank
35 S. Lindan Avenue
Quincy, CA 95971

RE: Application for Reversion of the Trailhead Subdivision within the
Walker Ranch Community Services District (WRCSD)

Dear Kathy:

This letter follows our field meeting at the site of the Trailhead Subdivision on Friday, June 14, 2019. Present at the field meeting were Andrew Ryback, Plumas Bank; Jeffrey Morrish, NST Engineering; Rebeca Herrin, Planning Department; Rob Thorman, Public Works; you and me. This letter is submitted to document the discussions during the field meeting.

The focus of initial discussions were the topics identified in the Public Works letter, dated March 5, 2019, addressed to Kathy Beatty, Plumas Bank. However, additional matters were also discussed during the latter part of the June 14th field meeting. The following is pertinent:

- WATER SYSTEM – Public Works generally commented on the nature of water systems, particularly the benefit of having “looped” segments within the overall master water system. Noting that the present application for reversion includes a proposal to remove a segment of the existing WRCSD water system that is presently in place within the Trailhead Subdivision,

Public Works staff asserted that any revision to the existing application for reversion requires that the original design of the water system is to be re-designed by the applicant’s engineer of record. Such a redesign requires a revision of the water system design calculations and new, revised plan(s) to be submitted, including documents stamped and signed by the applicant’s engineer. Field discussions included an understanding that the maintenance of the existing water system mainline will be the responsibility of the property owner. laterals along the water system mainline will be the responsibility of the property owner.

Sufficient information is known about the existing water system such that removal of the existing water line segment would result in a diminishment of the existing water system, including but not limited to, a resulting loss of water system “redundancy” and a reduction of water system pressures at fire hydrants. Options discussed included a replacement of the removed segment of the existing water line to an adjacent location off Trailhead Subdivision property, or leaving the existing water line in place, but assuring that a new proposed water utility easement is granted to the WRCSD at the same time that the existing roadway deed is discontinued. With the second option, the existing water system “laterals” would become the responsibility of the owner of the reversion parcel, with WRCSD maintaining responsibility of the existing water system mainline. The second option also necessitates a revision of the existing reversion application.

- **SEWER SYSTEM** – Public Works staff acknowledges that the proposal to discontinue usage of the mainline sewer that exists on property of the Trailhead parcel is located at the WRCSD. Staff further acknowledges at Plumas Banks option, the sewer mains could remain active provided a new easement for access and maintenance is proposed. Field discussions on June 14th included an understanding that the maintenance of the existing sewer laterals along the sewer system mainline will be the responsibility of the property owner.
- **DRAINAGE SYSTEM** – Public Works requested Jeff Morrish with NST Engineers through Plumas Bank to provide an Engineering study on the portion of the rocked swale in place and the small sediment basins at the terminus of the existing rocked swale and submit to Public Works Engineering for review.
- **OUTSTANDING STANDBY FEES** – Public Works staff acknowledged that the standby fees are a separate issue from the reversion to acreage and further recommended that Plumas Bank formally submit a proposal to the Governing Board as an attempt to resolve the unpaid standby fees and other costs.
- **PATHWAY** – During the June 14th field meeting, most of the attendees perambulated the existing pathway located in the southwest area of the proposed reversion parcel. The pathway is paved, but there is a center segment of the pathway in which the base of the paved pathway has been undermined (apparently by mountain bike users), resulting in scour of subbase gravels and developing into an unsafe condition of the damaged and partially missing pavement within the walkway. At such unsafe areas, the pathway pavement and subbase needs to be restored by reconstruction, if the entire pathway is not obliterated by construction.
- **FIRE ACCESS ROAD EASEMENT** – In as much as this access road has not been constructed to date, and the proposed revision will result in a single, residential structure, Public Works has no objection to the abandonment of the access road and its easement within the subdivision.
- **EXISTING IMPROVEMENTS ALONG BIG COVE ROAD (PREVIOUSLY CONSTRUCTED BY THE TRAILHEAD PROJECT)** – This matter was inadvertently not discussed during the June 14th field meeting, although it was addressed in the above referenced March 5, 2019 letter from Public Works to Plumas Bank. Following is the pertinent extract from the March 5th letter:

“Big Cove Road turn lanes at the Trailhead Subdivision will require maintenance by Plumas County and will potentially only serve one residence if reversion to acreage is granted. Public Works will not object to the improvements previously constructed in support of a 39-lot subdivision, but please understand that the final decision remains with the Plumas County Board of Supervisors.”

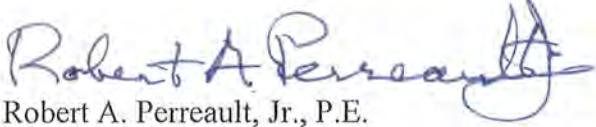
Ms. Kathy Beatty, Plumas Bank
Proposed Reversion for Trailhead Subdivision
June 24, 2019
Page 3

- **AGENCY OF PROPER JURISDICTION** – Not discussed at the June 14th field meeting was the jurisdiction of the Plumas County Board of Supervisors versus the Governing Board of the WRCSD. Although the composition of the WRCSD Governing is comprised of the same five Supervisors of the Board of Supervisors, the 2 Boards are in fact separate governmental agencies and thus require decisions independent of each other.
- **REVISION OF ORIGINAL APPLICATION FOR REVERSION** – Not discussed at the June 14th field meeting, but set forth in a June 17, 2019 letter of Kathy Beatty, Plumas Bank intends to resubmit a tentative parcel map proposing to maintain the 40-foot wide water and sewer easement, as well as addressing drainage and storm water on the map. Public Works respectfully requests that the proposed map be submitted to Rob Thorman, P.E., for review and comment before the map is finalized (stamped and signed by the project engineer/surveyor) for submittal to the County.
- **DISPOSITION OF EXISTING BOND (LETTER OF CREDIT)** – At the conclusion of resolving all matters associated with the Application for Reversion, the Plumas County Board of Supervisors will need to specifically vote to discharge the existing subdivision bond (letter of credit). Matters associated with the Application for Reversion include, but are not limited to:
 - Submittal of an easement document that grants the WRCSD access and maintenance rights to the existing water system, as deemed necessary by the County Engineer, with any submitted easement document subject to review and approval as to form by the Office of County Counsel, and
 - Submittal of an easement document that grants the WRCSD access and maintenance rights to the existing sewer system, as deemed necessary by the County Engineer, with any submitted easement document subject to review and approval as to form by the Office of County Counsel, and
 - Submittal of an easement document that grants the WRCSD access and maintenance rights to the final drainage system, as deemed necessary by the County Engineer, with any submitted easement document subject to review and approval as to form by the Office of County Counsel, and
 - Submittal of an easement document that clarifies the maintenance responsibilities between the WRCSD and the owner of the reversion parcel in regard to the existing sewer laterals and existing water laterals, as deemed necessary by the County Engineer, with any submitted easement document subject to review and approval as to form by the Office of County Counsel.

Ms. Kathy Beatty, Plumas Bank
Proposed Reversion for Trailhead Subdivision
June 24, 2019
Page 4

As is known, this matter is scheduled for further consideration by the Walker Ranch CSD Governing Board during its meeting scheduled for July 2, 2019. If any clarification or further discussion is needed by any Plumas Bank official or representative before that time, please do not hesitate to contact me.

Very truly yours,


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

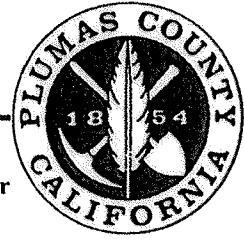
E-mail: bobperreault@countyofplumas.com

Telephone: (530) 283-6268
Cellphone: (530) 394-7768

cc: Rob Thorman, P.E., Public Works
Becky Herrin, Planning Department
Jeff Morrish, P.E., NST Engineering
Gretchen Stuhr, Deputy County Counsel

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



March 5, 2019

Kathy Beatty, AVP, Admin. Services Officer
Plumas Bank
35 S. Lindan Avenue
Quincy, CA 95972

RE: Petition for Reversion to Acreage – Trailhead, Unit No. 1 – Department of Public Works
Follow-up Response to Preliminary Review and Consultation

Dear Kathy,

This letter follows our previous letter, same subject, pertaining to our Public Works investigation on several functional issues associated with Plumas Bank's Petition for Reversion to Acreage for Trailhead Unit No. 1. Trailhead Subdivision No. 1 was recorded November 8, 2007 and a set of Trailhead Subdivision Improvement Plans was approved by the County Engineer on April 6, 2007.

According to the most recent Project Engineers Cost Estimate, dated October 2, 2009, stamped and signed by Professional Civil Engineer Jeffery Morrish, the following work, by category, is presently completed: Street Work 75%, Storm Drain 69%, Water System 98%, Sewer System 100%, Electrical System 100%, Erosion Control 46%, Landscaping 92%, Engineering 79%. The estimated cost, including contingency, was \$221,162.98, as calculated in 2009.

In regard to consideration of an Application for Reversion for the Trailhead Subdivision, the Department of Public Works has the following concerns:

1. Water and sewer easements serving the Trailhead Subdivision are necessary to be maintained into the future as the main line water and sewer utilities are substantially in place. Domestic/Emergency water and sewer system improvements were granted to Walker Ranch CSD by grant deed and recorded under document number 2007-0009138. The recorded subdivision drawings (book 10 of maps pages 76-82 easement 7 through 9) define easement for access, maintenance and repair. Easement 7 for sewer occurs between lots 11 and 12, and easement 8 for water is between lots 15 and 16. Lot "B" on map page 77 is easement 9 and is for water and sewer under the private roadway. Sewer and water mains will be required to remain in place due to the main lines connection to the WRCSD sewer and water systems. This will require new, specific access easements for water and sewer lines if the roadway easement is vacated or revised. Currently, the 40-foot wide roadway easement is granted to the Trailhead Homeowners Association.

2. Big Cove Road turn lanes at the Trailhead Subdivision will require maintenance by Plumas County and will potentially only serve one residence if reversion to acreage is granted. Public Works will not object to the improvements previously constructed in support of a 39-lot subdivision, but please understand that the final decision remains with the Plumas County Board of Supervisors.
3. Drainage improvements from Trailhead Subdivision are not complete per the Engineer's Estimate referenced above. The drainage improvements will require further inspection by the Department of Public Works to define the scope of which improvements are required per the Engineer's Estimate prior to possible reversion to acreage. There will be a future need for owner maintenance and protection of current grading/drainage constructed to date.
4. Further review has been made of the approved subdivision improvement plans and the most recent Engineers Estimate. The Engineer's Estimate lists a number of storm drain system items and a sediment basin as remaining to be constructed. The Improvement Drawings field copy notes also refer to many drainage and sediment basin(s) not yet constructed. The Trailhead property and most improvements are not visible due to the presence of more than 3 feet of snow. Upon snow melt, the County staff and WRCSD staff need to conduct an on-site inspection of the entire subdivision. The subdivision agreement and associated security will be required to remain in effect until the remaining improvements scope of work are determined due to the potential reversion to acreage, or other arrangements are re-negotiated.
5. Other easements that will be required to remain are drainage easements and fire road easements within the current Trailhead Subdivision. The storm runoff from Trailhead will need to be channeled per the improvement plans to the offsite drainage easements. The fire roads easement will be required to remain for fire access to the adjacent subdivision. Drainage from Trailhead is important because the County and WRCSD are presently designing drainage improvements to resolve flooding conditions at the intersection of Big Cove Road and Peninsula Drive.
6. Unpaid Water and Sewer Standby Fees to Walker Ranch CSD, including interest, are required to be paid prior to any reversion to acreage. Presently, Trailhead Subdivision is responsible for WRCSD Standby Fees that were unpaid as of March 2009. Additionally, there are related interest amounts that have accrued since March 2009. The total amount due is \$5,819.97.*
7. It is necessary that the proposed Reversion Plan be revised to reflect and include all easements and infrastructure that will remain in place, if the Revision is approved by the Board of Supervisors.

*Unpaid Fees (\$975)+Interest (\$4,844.97)=\$5,819.97.

Kathy Beatty, AVP, Admin. Services Officer

Trailhead Reversion to Acreage

March 5, 2019

Page 3

Please be advised that Public Works staff continues to investigate Paragraphs 3 and 4 on the previous page.

If you need additional clarification regarding any aspect of this letter, please do not hesitate to contact Rob Thorman at 283-6495.

Sincerely,



Bob Perreault, P.E.
Director of Public Works, and
Manager, WRCSD

cc: Randy Wilson, Planning Director
Becky Herrin, Asst. Planning Director
Gretchen Stuhr, Deputy County counsel

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING SECTIONS OF ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE
PLUMAS COUNTY CODE CONCERNING PARKING ON JACKSON STREET IN
QUINCY.

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

Section 1. Add Section 4-3.506. (l) (4) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code.

Sec. 4-3.506 (l) (4)

(4) It shall be unlawful for any person to park any vehicle at any time on the south side of Jackson Street from the intersection of Buchanan Street and a point 45 feet easterly.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 4. This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

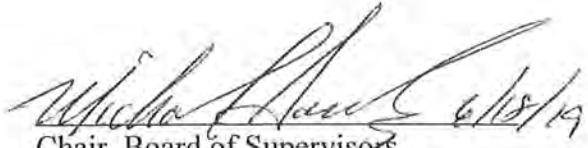
Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 18th day of June, 2019, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 2nd day of July 2019, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:



Michael J. Hause 6/18/19
Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

NOTICE OF EXEMPTION

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

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

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

Project Title: Parking Restrictions along Jackson Street

Project Applicant: Plumas County Public Works Department

Project Location: Jackson Street at Intersection with Buchanan, Quincy CA

Description of Nature, Purpose or Beneficiaries of Project: Ordinance amending Plumas County Code imposing new parking restrictions along Jackson Street.

Name of Public Agency Approving Project: Plumas County Public Works

Name of Person Carrying Out Project: Bob Perreault, Public Works Director

Exempt Status: (Check one)

Ministerial (Sec. 21080(b)(1); 15268);
 Declared Emergency (Sec. 21080(b)(3); 15269(a));
 Emergency Project (Sec. 15269(d));
 Categorical Exemption. State type and section number: Class 1 – CEQA Guidelines Section 15301
 Statutory Exemptions. State code number: 15061(b)(3)

Reason why project is exempt: It can be found with certainty that this project will have no significant effects on the environment, therefore, this project is not subject to CEQA under Section 15061(b)(3) of the Plumas County Environmental Review Guidelines.

Lead Agency

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

Signature: _____ Date: _____ Title: _____
Signed by Lead Agency

Certificate of Posting

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

By _____ on _____
Kathleen Williams, County Clerk /Deputy

Section. 4-3.506. - Parking in Quincy, California.

(Excerpt of Section 3 of Title 4 of the Plumas County Code)

Red line copy showing new text

Sections 4-3.506 (a) through 4-3.506 (k) and, 4-3.506 (m) through 4-3.506 (w) remain unchanged

(I) Jackson Street.

(1) Angle or diagonal parking or the stopping of any vehicle adjacent to the curb or edge of the roadway shall be permitted on the north side of Jackson Street between Court Street on the west and Harbison Street on the east.

(2) It shall be unlawful for any person to park any vehicle during the hours of 8:00 a.m. and 5:00 p.m., except for the loading and unloading of passengers, beginning at a point 259 feet east of the intersection of Jackson Street and Church Street and running thence fifty (50') feet easterly along the northerly side of Jackson Street.

(3) Pursuant to the provisions of Section 22511.7 of the Vehicle Code of the State, the following described space shall be reserved exclusively for vehicles of physically handicapped persons: beginning at a point on the south side of Jackson Street 130 feet westerly of the southwest corner of the intersection of Jackson Street and East Street and extending westerly twenty-five (25') feet along said south side of Jackson Street.

(4) It shall be unlawful for any person to park any vehicle at any time on the south side of Jackson Street from the intersection of Buchanan Street and a point 45 feet easterly.

5B1

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: June 17, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 2, 2019.

RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB CLASSIFICATION PLAN FOR BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR, BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR, DEPARTMENT #70570

IT IS RECOMMENDED THAT THE BOARD

Approve Resolution to amend Plumas County's classification plan amending job descriptions for BH Case Management Specialist – Senior and Behavioral Health Quality Assurance Coordinator.

BACKGROUND AND DISCUSSION

BH Case Management Specialist - Senior

(Exhibit A)

These next two requests to amend the job description are more with keeping up with regulations within the Mental Health industry. These are recommended updates to the job descriptions only and we are not recommending changing the wage ranges. We are recommending an update to the qualifications for the Behavioral Health Case Management Specialist – Senior. This update is to provide flexibility for meeting the qualifications for this position. We want to move the current position qualification of "Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California" as an alternate way of qualifying for this position instead of making it a required qualification for this position. The example below shows the current job description and how the qualifications read and the example that follows as how it is now proposed to read.

No changes to the current wage range since this classification was included in the department's re-organization.

Current job Description:

TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

Must possess or be willing to obtain a national provider identifier (NPI).

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

Recommended updated to Training and Experience:

TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

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

Behavioral Health Quality Assurance Coordinator

Effective January 1, 2018, the titles for Marriage and Family Therapist Interns and Professional Clinical Counselor interns have changed. The Board of Behavioral Sciences changed the term "Intern" to "Associate" titles for Marriage Family Therapists (MFT) and Professional Clinical Counselor (PCC) registrants.

In an effort to stay up with the Board of Behavioral Health Sciences new change for the term used as an "Intern" to "Associate", I am recommending updating the job description for the Behavioral Health Quality Assurance Coordinator job classification to reflect this new term change. The wage will stay as the current range of 2652.

- Marriage and Family Therapist registrants must use the title "Associate Marriage and Family Therapist" or "Registered Associate Marriage and Family Therapist".
- Professional clinical counselor registrants must use the title "Associate Professional Clinical Counselor" or "Registered Professional Clinical Counselor" or "Registered Associate Professional Clinical Counselor".

Please let me know if you have any questions regarding these job classification updates.

Attached Exhibits:

Exhibit A:

- BH Case Management Specialist – Senior: Current and updated job descriptions
OE3 General Unit

Exhibit B:

- Behavioral Health Quality Assurance Coordinator: Current and updated job descriptions
OE3 General Unit

RESOLUTION NO. 2019- _____

**RESOLUTION TO AMEND FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT #70570**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, amending the job descriptions for the Behavioral Health Case Management Specialist – Senior and the Behavioral Health Quality Assurance Coordinator are necessary in the daily operational needs of the Behavioral Health 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 2019-2020 Position Allocation and Job Classification Plan with these revised job classifications; and

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

Approve the amendment to the Fiscal Year 2019/2020 job classification plan for the following positions:

Behavioral Health Case Management Specialist – Senior, Range 2397
Behavioral Health Quality Assurance Coordinator, Range 2652

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 2nd day of July, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

PLUMAS COUNTY

REVISED: 05/2018

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BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR**DEFINITION**

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

REPORTS TO

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2

EXAMPLES OF DUTIES

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 3

EXAMPLES OF DUTIES – CONTINUED

- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:
 - Substance abuse groups
 - Intakes and Assessments
 - Treatment Planning
 - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

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BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

Ability to:

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies,

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5

and the public.

- Maintain electronic health records.

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TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

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Must complete periodic continuing education coursework as required to maintain active certification.

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SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

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

Moved up [1]: Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California. ¶

¶ Must complete periodic continuing education coursework as required to maintain active certification. ¶

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR**DEFINITION**

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

REPORTS TO

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2

EXAMPLES OF DUTIES

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
-

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 3

EXAMPLES OF DUTIES - Continued

- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:
 - Substance abuse groups
 - Intakes and Assessments
 - Treatment Planning
 - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

Ability to:

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5

TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

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

PLUMAS COUNTY

REVISED: 05/2018

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BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR**DEFINITION**

Under general direction of the Behavioral Health Quality Improvement / Compliance Director, to assist with intake, utilization review, chart audits, remedial training and therapist support. This position will support the Behavioral Health programs with coordinating and implementation of quality management functions, including utilization review, quality assurance and continuous quality improvement and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification responsible for supporting the quality assurance division for overseeing the quality of care for the clientele of the Behavioral Health Department. As a fully licensed Senior Behavioral Health Therapist position within the Behavioral Health Department, the incumbent will be responsible for all assessments of new clients that are referred to the Behavioral Health Department. This position is responsible for assuring that all clients are seen, assessed, diagnosed and that a treatment plan is done immediately in order to begin treatment and billing. This position will also monitor all case notes prepared by all therapists to ensure proper compliance with Medic-Cal standards. The incumbent will provide mental health and drug/alcohol services to emotionally disturbed children, adults and families. Incumbent may provide supervision and provision of crisis intervention services, which include 24/7 on call ability.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager, Behavioral Health Director, or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Clinical Records Specialist on as needed basis.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR - 2

EXAMPLES OF DUTIES

- Performs intake assessments and evaluation of individuals with mental health and alcohol and drug problems; and individuals with co-occurring disorders.
- Provides intakes referrals for appropriate mental health and alcohol and substance abuse treatment models in collaboration with individuals served.
- This position is designated department representative for working with regulators, auditors, quality program representatives, County HIPAA Officer, and with peers in state NorQIC and regional groups.
- Work with the Behavioral Health Quality Improvement / Compliance Director in development of protocols, policies and procedures.
- Assist with the development of and completion of staff trainings related to quality service; such trainings would include at a minimum, DMH and federal laws and regulations, HIPAA, Integrity Compliance and Cultural Competency.
- Monitor and seek resolution of Client grievances, unless conflict of interest due to intake process.
- Provide feedback to staff on operational procedures of clinical services.
- Participate in Mental Health Advisory Commission as needed.
- Responsible for scheduling and holding meetings, facilitate the agenda, record minutes and maintain archive of records for the following projects Quality Assurance Community Meetings, Doctor Quality Assurance meetings, Project Improvement Programs (PIPs), Memorandum of Understanding (MOU) with community partners and services provision at those sites, lists of hospital contracts, client survey process, peer review process, Cultural Competency Activities.
- Maintain operations and the quality of service in compliance with regulations by reviewing all relevant regulations, policies and procedures and make recommendations for need of revisions to Behavioral Health Quality Improvement / Compliance Director.
- Collection and assessment of data for monitoring quality services and to obtain goals in areas identified for improvement, such as length of waitlists for appointments (clinicians and doctors), change of provider, access to services issues (monitor barriers-after hours, crisis services, geographic, manpower, cultural, availability of services as an alternative to emergency hospitalization, etc.).
- Assure staffs are qualified, trained appropriately, track staff licensures and certifications.
- To serve as the Compliance Officer for a number of programs of quality review, such as the HIPAA Departmental Compliance Officer, the compliance Program Officer; ensure the maintenance of client records and regulatory documents to ensure a plan for quality service is in place and that staff is following those plans.
- Conduct peer chart reviews of clients; monitor client charts for compliance to Regulations and case note records are documented with in mandated time lines to ensure accurate billing compliance.
- Assist the Behavioral Health Quality Improvement / Compliance Director in revising required plans as needed, such as the annual work plan, the DMH contract, the cultural competency plan.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR - 3

Example of Duties continued:

- Perform clinical on-call and clinician of the day duties.
- To remain current with the practice and licensing and the direct provisions of quality clinical service.
- Authorized to serve as the reviewer and approver to authorization for client services out of county.
- Ensure that individuals in placement have access to mental health services.
- Ensure follow-up care after discharge from inpatient facilities.
- Maintains an awareness of mental health and alcohol and drug counseling methodologies.
- Provides crisis intervention and assessment for individuals with primary mental health diagnosis, primary alcohol and substance abuse diagnosis; and individuals with co-occurring disorders.
- Prepares case histories and maintains up to date patient records including session notes documented within the 72 hours requirement.
- Makes referrals to, and receive referrals from appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and alcohol and drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health alcohol and drug and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency "on-call" system on a rotating basis.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.
- Provide supervision to assigned staff.
- Participates in, and/or actively provides behavioral health education programs, conferences and community programs.
- Actively participates in collaboration with community groups and agencies.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR – 4

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. Crisis intervention services may require working in a hospital setting or County jail. This position requires routine driving throughout the county and occasional driving outside the county to various sites.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- State, Federal, and local laws, regulations, and requirements for the provision of mental health services and programs.
- Principles of community organization, community based programs and agency coordination.
- Principles and practices of public relations
- Modern office procedures, including preparation of charts, agendas, modern office procedures, including preparation of minutes, mailing lists, and desktop publishing.
- Principles and methods of financial record keeping and reporting.
- Current practices and techniques in psychotherapeutic treatment.
- The scope and activities of public and private agencies in the mental health field.
- Quality Assurance practices and standards.
- Problem solving skills.

ABILITY TO

- Analyze case information and reach sound diagnostic and treatment decisions.
- Maintain composure and awareness during crisis interventions.
- Prepare clear, relevant and accurate reports.
- Develop and disperse and present educational and training information.
- Develop and present public presentations.
- Enforce Quality Assurance Standards.
- Interpret and apply complex mental health program rules, regulations and policies.
- Effectively represent the Mental Health Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Communicate effectively orally and in writing.
- Follow oral and written instructions.
- Prepare, maintain, organize, and analyze a variety of information and data.
- Maintain confidentiality of information as warranted.
- Survey and/or interview a variety of people.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR – 5

TRAINING AND EXPERIENCE

Required qualifications for this position:

- Possession of a Master's Degree in Social Work, Psychology, Counseling, Psychiatric Nursing or appropriate related field, received from an accredited institution.
- Possession of a license as an Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), issued by the California State Board of Behavioral Science Examiners or other qualified license as per regulation associated with the recovery of Federal and State for the Quality assurance activities, or Registered Associate according to Board of Behavioral Sciences effective January 1, 2018 for Title changes. Deleted:
- Two (2) years of post-licensure experience preferred in a mental or behavior health setting, to include experience in a Community Mental or Behavior Health Clinic and supervision of staff.

SPECIAL REQUIREMENTS

Possession of certification to serve as a supervisor of interns and to continually maintain any ongoing requirements imposed by the applicable licensing board to keep the supervisor certification active and in good standing, preferred.

Possession of a valid California Alcohol and Other Drug Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCCA) to register and certify Alcohol and Other Drug (AOD) Counselors in California, preferred.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

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

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR**DEFINITION**

Under general direction of the Behavioral Health Quality Improvement / Compliance Director, to assist with intake, utilization review, chart audits, remedial training and therapist support. This position will support the Behavioral Health programs with coordinating and implementation of quality management functions, including utilization review, quality assurance and continuous quality improvement and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification responsible for supporting the quality assurance division for overseeing the quality of care for the clientele of the Behavioral Health Department. As a fully licensed Senior Behavioral Health Therapist position within the Behavioral Health Department, the incumbent will be responsible for all assessments of new clients that are referred to the Behavioral Health Department. This position is responsible for assuring that all clients are seen, assessed, diagnosed and that a treatment plan is done immediately in order to begin treatment and billing. This position will also monitor all case notes prepared by all therapists to ensure proper compliance with Medic-Cal standards. The incumbent will provide mental health and drug/alcohol services to emotionally disturbed children, adults and families. Incumbent may provide supervision and provision of crisis intervention services, which include 24/7 on call ability.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager, Behavioral Health Director, or Deputy Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Clinical Records Specialist on as needed basis.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR - 2

EXAMPLES OF DUTIES

- Performs intake assessments and evaluation of individuals with mental health and alcohol and drug problems; and individuals with co-occurring disorders.
- Provides intakes referrals for appropriate mental health and alcohol and substance abuse treatment models in collaboration with individuals served.
- This position is designated department representative for working with regulators, auditors, quality program representatives, County HIPAA Officer, and with peers in state NorQIC and regional groups.
- Work with the Behavioral Health Quality Improvement / Compliance Director in development of protocols, policies and procedures.
- Assist with the development of and completion of staff trainings related to quality service; such trainings would include at a minimum, DMH and federal laws and regulations, HIPAA, Integrity Compliance and Cultural Competency.
- Monitor and seek resolution of Client grievances, unless conflict of interest due to intake process.
- Provide feedback to staff on operational procedures of clinical services.
- Participate in Mental Health Advisory Commission as needed.
- Responsible for scheduling and holding meetings, facilitate the agenda, record minutes and maintain archive of records for the following projects Quality Assurance Community Meetings, Doctor Quality Assurance meetings, Project Improvement Programs (PIPs), Memorandum of Understanding (MOU) with community partners and services provision at those sites, lists of hospital contracts, client survey process, peer review process, Cultural Competency Activities.
- Maintain operations and the quality of service in compliance with regulations by reviewing all relevant regulations, policies and procedures and make recommendations for need of revisions to Behavioral Health Quality Improvement / Compliance Director.
- Collection and assessment of data for monitoring quality services and to obtain goals in areas identified for improvement, such as length of waitlists for appointments (clinicians and doctors), change of provider, access to services issues (monitor barriers-after hours, crisis services, geographic, manpower, cultural, availability of services as an alternative to emergency hospitalization, etc.).
- Assure staffs are qualified, trained appropriately, track staff licensures and certifications.
- To serve as the Compliance Officer for a number of programs of quality review, such as the HIPAA Departmental Compliance Officer, the compliance Program Officer; ensure the maintenance of client records and regulatory documents to ensure a plan for quality service is in place and that staff is following those plans.
- Conduct peer chart reviews of clients; monitor client charts for compliance to Regulations and case note records are documented with in mandated time lines to ensure accurate billing compliance.
- Assist the Behavioral Health Quality Improvement / Compliance Director in revising required plans as needed, such as the annual work plan, the DMH contract, the cultural competency plan.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR - 3

Example of Duties continued:

- Perform clinical on-call and clinician of the day duties.
- To remain current with the practice and licensing and the direct provisions of quality clinical service.
- Authorized to serve as the reviewer and approver to authorization for client services out of county.
- Ensure that individuals in placement have access to mental health services.
- Ensure follow-up care after discharge from inpatient facilities.
- Maintains an awareness of mental health and alcohol and drug counseling methodologies.
- Provides crisis intervention and assessment for individuals with primary mental health diagnosis, primary alcohol and substance abuse diagnosis; and individuals with co-occurring disorders.
- Prepares case histories and maintains up to date patient records including session notes documented within the 72 hours requirement.
- Makes referrals to, and receive referrals from appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and alcohol and drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health alcohol and drug and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency “on-call” system on a rotating basis.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.
- Provide supervision to assigned staff.
- Participates in, and/or actively provides behavioral health education programs, conferences and community programs.
- Actively participates in collaboration with community groups and agencies.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR – 4

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. Crisis intervention services may require working in a hospital setting or County jail. This position requires routine driving throughout the county and occasional driving outside the county to various sites.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- State, Federal, and local laws, regulations, and requirements for the provision of mental health services and programs.
- Principles of community organization, community based programs and agency coordination.
- Principles and practices of public relations
- Modern office procedures, including preparation of charts, agendas, modern office procedures, including preparation of minutes, mailing lists, and desktop publishing.
- Principles and methods of financial record keeping and reporting.
- Current practices and techniques in psychotherapeutic treatment.
- The scope and activities of public and private agencies in the mental health field.
- Quality Assurance practices and standards.
- Problem solving skills.

ABILITY TO

- Analyze case information and reach sound diagnostic and treatment decisions.
- Maintain composure and awareness during crisis interventions.
- Prepare clear, relevant and accurate reports.
- Develop and disperse and present educational and training information.
- Develop and present public presentations.
- Enforce Quality Assurance Standards.
- Interpret and apply complex mental health program rules, regulations and policies.
- Effectively represent the Mental Health Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Communicate effectively orally and in writing.
- Follow oral and written instructions,
- Prepare, maintain, organize, and analyze a variety of information and data.
- Maintain confidentiality of information as warranted.
- Survey and/or interview a variety of people.

BEHAVIORAL HEALTH QUALITY ASSURANCE COORDINATOR – 5

TRAINING AND EXPERIENCE

Required qualifications for this position:

- Possession of a Master's Degree in Social Work, Psychology, Counseling, Psychiatric Nursing or appropriate related field, received from an accredited institution.
- Possession of a license as an Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), issued by the California State Board of Behavioral Science Examiners or other qualified license as per regulation associated with the recovery of Federal and State for the Quality assurance activities or Registered Associate according to Board of Behavioral Sciences effective January 1, 2018 for Title Changes.
- Two (2) years of post-licensure experience preferred in a mental or behavior health setting, to include experience in a Community Mental or Behavior Health Clinic and supervision of staff.

SPECIAL REQUIREMENTS

Possession of certification to serve as a supervisor of interns and to continually maintain any ongoing requirements imposed by the applicable licensing board to keep the supervisor certification active and in good standing, preferred.

Possession of a valid California Alcohol and Other Drug Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCCA) to register and certify Alcohol and Other Drug (AOD) Counselors in California, preferred.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

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

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



5B2,34

DATE: June 17, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 2, 2019.

**RE: RESOLUTION TO ABOLISH LEGAL SERVICES ASSISTANT I/II
JOB CLASSFICTIONS FISCAL YEAR 2019-2020 POSITION
ALLOCATION FOR PLUMAS COUNTY DISTRICT ATTORNEY #70301**

**RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB
CLASSIFICATION PLAN AND POSITION ALLOCATION FOR LEGAL
SECRETARY TRAINEE, RANGE 1656, LEGAL SECRETARY, RANGE
1826, AND LEGAL SECRETARY – SENIOR, RANGE 1937 FOR
DISTRICT ATTORNEY'S DEPARTMENT #70301**

**RE: ADOPT RESOLUTION TO AMEND JOB CLASSFICTION PLAN
AND FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY DISTRICT ATTORNEY #70301**

IT IS RECOMMENDED THAT THE BOARD

Recommend the abolishment of the Legal Services Assistant job classification series for the District Attorney's department #70301.

Approve Resolution to adopt the new Legal Secretary series for Plumas County's classification plan and update the FY 19/20 Position Allocation for the District Attorney's job classifications of the following:

- Legal Secretary Trainee range 1656
- Legal Secretary range 1826
- Legal Secretary - Senior range 1937

BACKGROUND AND DISCUSSION

District Attorney Department –New Job Classifications Series

The District Attorney has requested wage adjustments for his Legal Services Assistant positions that are within his department. After review of the current job descriptions and discussion regarding the needs of the DA's department, I have developed new job classifications for the

YEC/MS

DA's department. Instead of Legal Services Assistant positons, I am recommending the Legal Secretary job classification series. Legal secretaries provide administrative support to lawyers. Combining general secretarial skills with basic knowledge and skills, legal secretaries help with legal research, and maintain office records. Under minimal supervision, perform a variety of complex secretarial and administrative support duties requiring considerable knowledge of legal terminology, phraseology and procedures for one or more attorneys; to plan, organize, and carry out legal support functions and/or projects; and to do other related work as required. These positions would be in the General Unit of Operating Engineers Local #3 and specific to the functions of the DA's department.

I have built a job classification series for the Legal Secretary positions. The *Legal Secretary Trainee* position is the entry and trainee level class in the Legal Secretary series. Incumbents initially work under close supervision to learn departmental policies and procedures, proper format and procedures for processing a variety of legal documents. Incumbents of this class typically perform routine legal, reception, office, and records management work that does not require previous specialized experience and are normally expected to gain the knowledge and abilities to promote to the class of Legal Secretary after two years of satisfactory performance at the trainee level.

Qualifications needed for this position are a minimum of two (2) years of experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties. College coursework in a related field such as administration of justice, or paralegal, is highly desirable.

The next level in the series is the *Legal Secretary*. This is the journey level class in the Legal Secretary series. This class differs from the class of Legal Secretary Trainee by increased responsibility for performing a wide variety of legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work for the Legal Secretary Class series.

Qualifications needed for this position are two years of responsible legal secretarial experience comparable to a Legal Secretary Trainee with Plumas County or two years of experience which demonstrates possession of the knowledge and abilities listed in this job description, **OR** an AA degree in a related field such as Administration of Justice or paralegal. Coursework in legal research, records management, legal terminology, business law, legal writing, business communications, word processing and law terminology is highly desirable.

Then the third classification in this series is the *Legal Secretary- Senior*. This is an experienced level classification in the Legal Secretary series. This class differs from the class of Legal Secretary and Legal Secretary Trainee by increased responsibility for performing more complex legal secretarial support work.

Qualifications needed for this position are four years of responsible legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the knowledge and abilities listed above, **OR** possession of an AA degree and two years of experience in a legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the abilities as described in the job description.

A wage survey for these positions was conducted and the results showed wages ranging from as low as \$14.48 up to \$20.51. For comparable wages for these new positions and comparing job duties and qualifications to classifications within Plumas County's job classification plan, I am recommending the following wage ranges for these three positions:

- Legal Secretary Trainee range 1656
- Legal Secretary range 1826
- Legal Secretary - Senior range 1937

The District Attorney's department organizational chart and the five year wage projections are attached for your review.

After several months from the date of the first submission, we have finally met the meet and confer obligation with Operating Engineers Local #3 (OE3). Thank you for this opportunity to present the District Attorney's Departments new Legal Secretary job classification series.

Attached Exhibits:

New Job Descriptions:

Exhibit A: Legal Secretary Trainee, range 1656

Exhibit B: Legal Secretary, range 1826

Exhibit C: Legal Secretary – Senior, range 1937

Exhibit D:

Five year Wage Projections for
Employee #1, employee #2 and Employee #3

Exhibit E:

Current Plumas County District Attorney's Office Organization Chart
Proposed Plumas County District Attorney's Office Organization Chart

RESOLUTION NO. 2019-_____

**RESOLUTION TO ABOLISH LEGAL SERVICES ASSISTANT I/II JOB
CLASSIFICATIONS FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY DISTRICT ATTORNEY #70301**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, the Legal Services Assistant I/II job classification series are not necessary in the daily operational needs of the District Attorney's Department #70301; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to abolish the Legal Services Assistant I/II job classifications for 2019-2020 Position Allocation for District Attorney's Department #70301; and

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

Approve the recommendation to abolish the Legal Services Assistant I/II job classifications for the District Attorney Department #70301

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 2nd day of July, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

**RESOLUTION TO ADOPT JOB DESCRIPTIONS FOR LEGAL SECRETARY SERIES
AND AMEND FISCAL YEAR 2019-2020 JOB CLASSIFICATION PLAN FOR PLUMAS
COUNTY DISTRICT ATTORNEY #70301**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, adopting the new job descriptions for Legal Secretary Trainee, Legal Secretary, and Legal Secretary Senior are necessary in the daily operational needs of the District Attorney's Department #70301; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to adopt the new job classifications for 2019-2020 Position Allocation for District Attorney's Department #70301; and

WHEREAS, the County has completed the meet and confer obligation with Operating Engineers Local #3 (OE3); and

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

Approve the attached job descriptions for Legal Secretary Trainee (Exhibit "A"), Legal Secretary (Exhibit "B"), and Legal Secretary – Senior (Exhibit "C"); and

Approve amendment to Fiscal Year 2019/2020 job classification plan for the following job classifications for the District Attorney Department #70301:

| | |
|--------------------------|------------|
| Legal Secretary Trainee | Range 1656 |
| Legal Secretary | Range 1826 |
| Legal Secretary – Senior | Range 1937 |

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 2nd day of July, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY TRAINEE

DEFINITION

Under direct supervision, to perform a variety of legal secretarial and administrative support duties for one or more attorneys; to answer public and staff contacts and concerns; and to do other related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is the entry and trainee level class in the Legal Secretary series. Incumbents initially work under close supervision to learn departmental policies and procedures, proper format and procedures for processing a variety of legal documents. Incumbents of this class typically perform routine legal, reception, office, and records management work that does not require previous specialized experience and are normally expected to gain the knowledge and abilities to promote to the class of Legal Secretary after two years of satisfactory performance at the trainee level.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise sound judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to satisfactory employment performance.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

None

LEGAL SECRETARY TRAINEE - 2

EXAMPLES OF DUTIES

- Serve as Legal Assistant to attorneys, relieving them of a variety of administrative details.
- Assist in the preparation of a wide variety of legal documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas and abstracts of judgments.
- Assist with processing legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Assist with preparing files for attorneys, pulling files for cases scheduled for court and ensuring required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Schedule appointments and meetings for attorneys.
- Answer routine requests for information.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform other duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Basic knowledge of standard formats for business correspondence and reports
- Some knowledge of legal terminology forms documents and procedures
- Personal computers and software applications related to office and administrative support work

Ability to:

- Perform a wide variety of legal clerical work requiring accuracy and speed
- Prepare legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form

LEGAL SECRETARY TRAINEE - 3

Ability to – continued:

- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Make accurate arithmetic computations
- Maintain records and prepare reports
- Adjust to workload changes and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone calls
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents accurately and at a rate sufficient to perform duties satisfactorily
- Operate standard office equipment

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties.

College coursework in a related field such as administration of justice, or paralegal, is highly desirable.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

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

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY

DEFINITION

Under general supervision, to perform a variety of specialized secretarial and administrative support duties for one or more attorneys; to compose, prepare and process a wide variety of legal documents; to answer public and staff contacts and concerns; and to do related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Legal Secretary series. This class differs from the class of Legal Secretary Trainee by increased responsibility for performing a wide variety of legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work for the legal secretary class series.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Serve as Legal Secretary to attorneys, relieving them of a variety of administrative work.
- Take and transcribes, prepares and proofreads a wide variety of legal notes, correspondence, and documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas, abstracts of judgments, etc.
- Process legal documents, records and reports within the department, through the courts or with other agencies.
- Obtain a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Prepare files for attorneys, pulls files for cases scheduled for court and ensures required documents are included.
- Record court events and disposition on the case file and in computerized case tracking system.
- Monitor the progress of documents through the judicial process to ensure their timely and proper processing.
- Schedule appointments and meetings for attorneys.
- Compile data and completes reports required by other government agencies.
- Organize and maintains various administrative, confidential, reference, imaging, and follow-up files; purges files as required.
- Interpret and explains County and department policies, rules, and regulations in response to inquiries; refers inquiries as appropriate.
- Screen telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operate word processing equipment and computer terminals to input, access and print data.
- Calendar court appearances and maintain case logs of proceedings.
- Receive case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Set up materials for meetings and conferences.
- Perform a wide variety of general clerical duties to support departmental operations including typing, copying, filing, entering computer data, faxing, retrieving files, preparing records and monthly reports, maintaining calendars, and ordering and maintaining office supplies and program material.
- Provide backup for other Legal Secretaries in the department.
- Perform other duties as assigned and needed.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Thorough knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Thorough knowledge of standard formats for business correspondence and reports
- Personal computers and software applications related to office and administrative support work
- Working knowledge of legal terminology forms, documents, court protocol, practices and procedures
- Working knowledge of the forms and formatting for legal documents
- Some knowledge of the organization, services, programs and functions of the legal system

Ability to:

- Work well independently
- Orient and train new employees
- Learn to perform routine legal research
- Perform a wide variety of legal clerical work requiring independent judgment, accuracy and speed; take notes rapidly and accurately transcribe own note
- File materials alphabetically, chronologically, and numerically
- Prepare final legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form
- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Maintain records and prepare reports
- Adjust to workload changes, react calmly and professionally in emergency, emotional, and/or stressful situations, and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone call
- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data;
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents rapidly and accurately at a rate sufficient to perform duties satisfactorily

LEGAL SECRETARY - 4

Ability to – continued:

- Operate standard office equipment.

Training and Experience:

Qualifications needed for this position:

Two years of responsible legal secretarial experience comparable to a Legal Secretary Trainee with Plumas County or two years of experience which demonstrates possession of the knowledge and abilities listed in this job description,

OR

An AA degree in a related field such as Administration of Justice or paralegal. Course work in legal research, records, management, legal technology, business law, legal writing, business communications, word processing and law terminology is highly desirable.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

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

PLUMAS COUNTY

NEW: 06/2019

LEGAL SECRETARY - SENIOR

DEFINITION

Under minimal supervision, to perform a variety of complex secretarial and administrative support duties requiring a considerable knowledge of legal terminology, phraseology and procedures for one or more attorneys; to plan, organize, and carry out legal support functions and/or projects; and to do other related work as required.

DISTINGUISHING CHARACTERISTICS

This is an experienced level classification in the Legal Secretary series. This class differs from the class of Legal Secretary and Legal Secretary Trainee by increased responsibility for performing more complex legal secretarial work.

Incumbent should expect frequent contact with attorneys, other departments, agencies and the public, which requires knowledge of the courts and other county departments. Incumbents are required to exercise independent judgment and discretion, safeguard the confidentiality of information and demonstrate tact and diplomacy. Accurate word processing and knowledge of legal terminology and legal processes are essential to the satisfactory performance of work of positions in these classes.

REPORTS TO

District Attorney and Deputy District Attorneys

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work direction and guidance to less experienced clerical/secretarial staff

LEGAL SECRETARY SENIOR - 2

EXAMPLES OF DUTIES

- Serves as Legal Secretary to attorneys, providing high-level support using considerable independent judgment.
- Prepares and proofreads a wide variety of legal notes, correspondence, and documents including briefs, orders, affidavits, petitions, motions, warrants, complaints, subpoenas, abstracts of judgments, etc.
- Processes legal documents, records and reports within the department, through the courts or with other agencies.
- Obtains a variety of records and reports required for cases, i.e. drug and alcohol analyses, DMV reports, criminal history.
- Prepares files for attorneys, pulls files for cases scheduled for court and ensures required documents are included.
- Records court events and disposition on the case file and in computerized case tracking system.
- Monitors the progress of documents through the judicial process to ensure their timely and proper processing.
- Schedules appointments and meetings for attorneys.
- Compiles data and completes reports required by other government agencies.
- Composes routine letters or other correspondence.
- Organizes and maintains various administrative, confidential, reference imaging, and follow-up files; purges files as required.
- Interprets and explains County and department policies, rules, and regulations in response to inquiries; refers inquiries as appropriate.
- Screens telephone calls and mail, provides information requested, takes messages, refers inquiry or request to appropriate staff or other agency, and resolves matters which do not require legal advice.
- Operates word processing equipment and computer terminals to input, access and print data.
- Calendars court appearances and maintain case logs of proceedings.
- Receives case referrals from courts and other agencies, passing them on to appropriate attorneys and/or professional staff.
- Sets up materials for meetings and conferences.
- Performs a wide variety of general clerical duties to support departmental operations including typing, copying, filing, entering computer data, faxing, retrieving files, preparing records and monthly reports, maintaining calendars, and ordering and maintaining office supplies and program material.
- Provides backup for other Legal Secretaries in the department.
- Other duties as assigned.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Thorough knowledge of office procedures and practices, including preparation of correspondence and reports and filing
- Correct English usage, spelling, grammar and punctuation
- Thorough knowledge of standard formats for business correspondence and reports
- Personal computers and software applications related to office and administrative support work
- Thorough knowledge of legal terminology forms, documents, court protocol, practices and procedures
- Thorough knowledge of the forms and formatting for legal documents
- Thorough of the organization, services, programs and functions of the legal system
- Pertinent federal, state and county laws and regulations

Ability to:

- Work well independently
- Orient and train new employees
- Perform routine legal research
- Perform a wide variety of legal clerical work requiring independent judgment, personal initiative, accuracy and speed; take notes rapidly and accurately transcribe own notes
- Take dictation at a speed necessary for successful job performance
- File materials alphabetically, chronologically, and numerically
- Prepare final legal documents in accepted formats from brief instructions, handwritten, typed or recorded drafts
- Communicate effectively in both oral and written form
- Understand, interpret, explain and apply laws, regulations, policies and procedures
- Learn and understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignments with minimum direction
- Compose correspondence and reports from brief instructions
- Establish and maintain effective working relationships
- Understand and follow oral and written directives
- Make accurate arithmetic computations
- Maintain records and prepare reports
- Adjust to workload changes, react calmly and professionally in emergency, emotional, and/or stressful situations, and meet deadlines under pressure of legal deadlines
- Screen and prioritize correspondence and phone calls
- Maintain high personal standards of ethics and integrity

LEGAL SECRETARY SENIOR - 4

Ability to – continued:

- Exercise sound judgment and discretion, safeguard the confidentiality of information, and demonstrate tact and diplomacy
- Operate word processing equipment and computer terminals to input and access data
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the department and County
- Type legal documents rapidly and accurately at a rate sufficient to perform duties satisfactorily
- Operate standard office equipment.

Training and Experience:

Qualifications needed for this position:

Four years of responsible legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the knowledge and abilities listed above,

OR

Possession of an AA degree and two years of experience in a legal secretarial experience comparable to a Legal Secretary with Plumas County or other experience which demonstrates possession of the knowledge and abilities listed above.

*Highly desirable course work includes legal research, records, management, legal technology, business law, legal writing, business communications, word processing and law terminology.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

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

RESOLUTION NO. 2019-_____

**RESOLUTION TO AMEND JOB CLASSIFICATION PLAN AND
FISCAL YEAR 2019-2020 POSITION ALLOCATION
FOR PLUMAS COUNTY DISTRICT ATTORNEY #70301**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

WHEREAS, in lieu of the abolished Legal Services Assistants I/II job classifications the new Legal Secretary Job classification series are necessary in the daily operational needs of the District Attorney's Department #70301; 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 Job Classification Plan and for 2019-2020 Position Allocation for District Attorney's Department #70301; and

WHEREAS, the County has completed the meet and confer obligation with Operating Engineers Local #3 (OE3); and

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

Approve the amendment to the Fiscal Year 2019-2020 Position Allocation for the following position from:

| <u>Current District Attorney #70301</u> | <u>FTE</u> |
|---|------------|
| DA Admin/Assistant Public Administrator, or | 3.00 |
| Paralegal I/II/III, or | |
| Legal Services Assistant I/II | |

To the following effective upon adoption of this Resolution to:

| <u>District Attorney #70301</u> | <u>FTE</u> |
|---|------------|
| DA Admin/Assistant Public Administrator, or | 3.00 |
| Paralegal I/II/III, or | |
| Legal Secretary Trainee, or | |
| Legal Secretary, or | |
| Legal Secretary Senior | |

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 2nd day of July, 2019 by the following vote:

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

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit D

MISC PERS

Step 5 - Green
Current Range

| | | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/25 |
|--|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Current Range Annual | | \$ 36,005.00 | \$ 36,005.00 | \$ 36,005.00 | \$ 36,005.00 | \$ 36,005.00 |
| Retirement | | \$ 8,821.23 | \$ 9,505.32 | \$ 10,081.40 | \$ 10,189.42 | \$ 10,405.45 |
| FICA / Medicare | | \$ 2,754.38 | \$ 2,754.38 | \$ 2,754.38 | \$ 2,754.38 | \$ 2,754.38 |
| Total | | \$ 47,580.61 | \$ 48,264.70 | \$ 48,840.78 | \$ 48,948.80 | \$ 49,164.83 |
| | | | | | | |
| Proposed Annual Increase \$ | | \$ 46,197.00 | \$ 46,197.00 | \$ 46,197.00 | \$ 46,197.00 | \$ 46,197.00 |
| Retirement | | \$ 11,318.27 | \$ 12,196.01 | \$ 12,935.16 | \$ 13,073.75 | \$ 13,350.93 |
| FICA/Medicare | | \$ 3,534.07 | \$ 3,534.07 | \$ 3,534.07 | \$ 3,534.07 | \$ 3,534.07 |
| Total | | \$ 61,049.34 | \$ 61,927.08 | \$ 62,666.23 | \$ 62,804.82 | \$ 63,082.00 |
| | | | | | | |
| Five Year Differential | Difference | \$ (13,468.73) | | | | |
| | | \$ (13,662.38) | | | | |
| | | | \$ (13,825.45) | | | |
| | | | | \$ (13,856.02) | | |
| | | | | | \$ (13,917.18) | |
| Five year increase to Personnel Budget | \$ (68,729.75) | | | | | |
| Total as a % of payroll | | 24.5 | 26.4 | 28% | 28.30% | 28.90% |
| ULA Payment | | \$ 2,992,630.00 | \$ 3,339,000.00 | \$ 3,752,000.00 | \$ 3,924,000.00 | \$ 4,151,000.00 |
| normal cost % | | 9.12% | 9.70% | 9.70% | 9.70% | 9.70% |

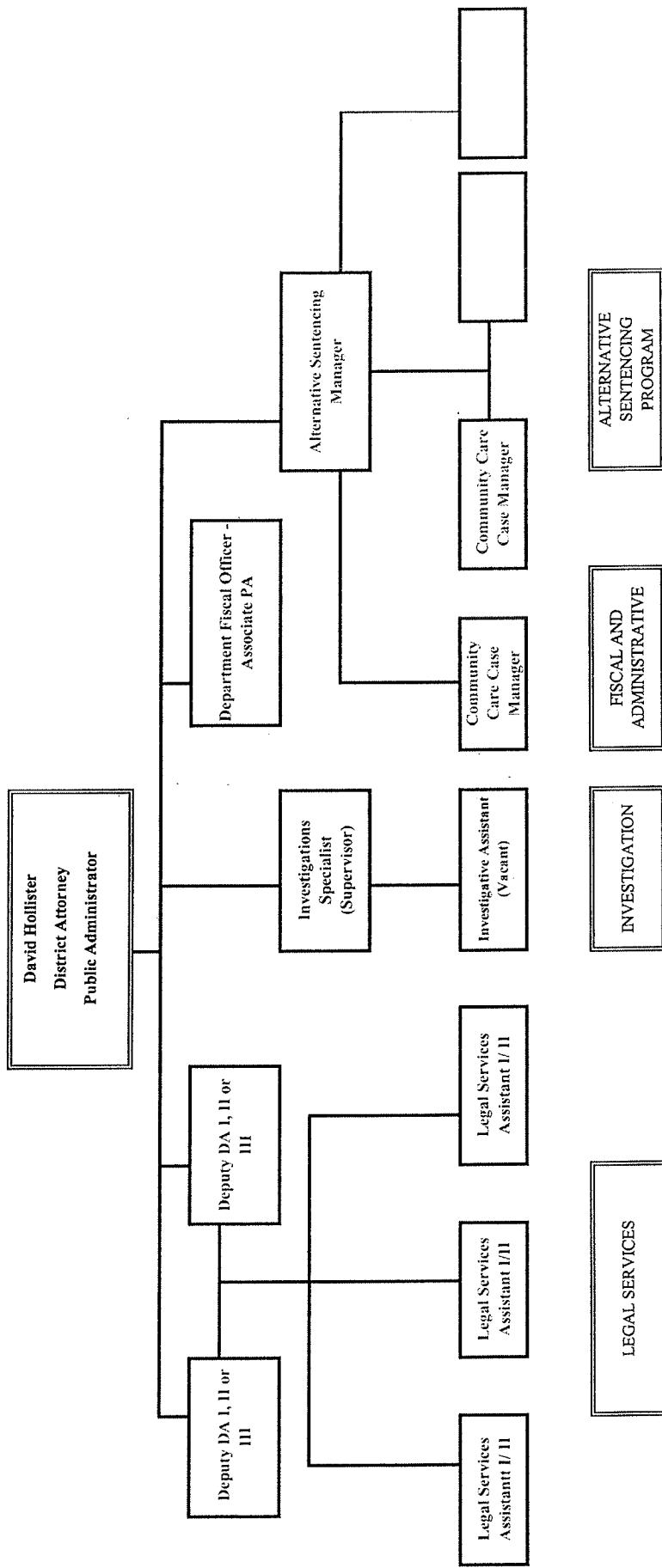
Jun-19

MISC PERS
Step 6 - Wingfield
Current Range

| | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 | FY 23/25 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Current Range Annual | \$ 37,814.00 | \$ 37,814.00 | \$ 37,814.00 | \$ 39,707.00 | \$ 39,707.00 |
| Retirement | \$ 9,264.43 | \$ 9,982.90 | \$ 10,587.92 | \$ 11,237.08 | \$ 11,475.32 |
| FICA / Medicare | \$ 2,892.77 | \$ 2,892.77 | \$ 2,892.77 | \$ 3,037.59 | \$ 3,037.59 |
| Total | \$ 49,971.20 | \$ 50,689.67 | \$ 51,294.69 | \$ 53,981.67 | \$ 54,219.91 |
| | | | | | |
| | | | | | |
| Proposed Annual Increase \$ | \$ 48,526.00 | \$ 48,526.00 | \$ 48,526.00 | \$ 50,960.00 | \$ 50,960.00 |
| Retirement | \$ 11,888.87 | \$ 12,810.86 | \$ 13,587.28 | \$ 14,421.68 | \$ 14,727.44 |
| FICA/Medicare | \$ 3,712.24 | \$ 3,712.24 | \$ 3,712.24 | \$ 3,712.24 | \$ 3,898.44 |
| Total | \$ 64,127.11 | \$ 65,049.10 | \$ 65,825.52 | \$ 69,093.92 | \$ 69,585.88 |
| | | | | | |
| | | | | | |
| Five Year Differential | Difference | | | | |
| | | \$ (14,155.91) | | | |
| | | | \$ (14,359.44) | | |
| | | | | \$ (14,530.83) | |
| | | | | | \$ (15,112.25) |
| | | | | | \$ (15,365.97) |
| Five year increase to Personnel Budget | \$ (73,524.40) | | | | |
| Total as a % of payroll | 24.5 | 26.4 | 28% | 28.30% | 28.90% |
| ULA Payment | \$ 2,992,630.00 | \$ 3,339,000.00 | \$ 3,752,000.00 | \$ 3,924,000.00 | \$ 4,151,000.00 |
| normal cost % | 9.12% | 9.70% | 9.70% | 9.70% | 9.70% |

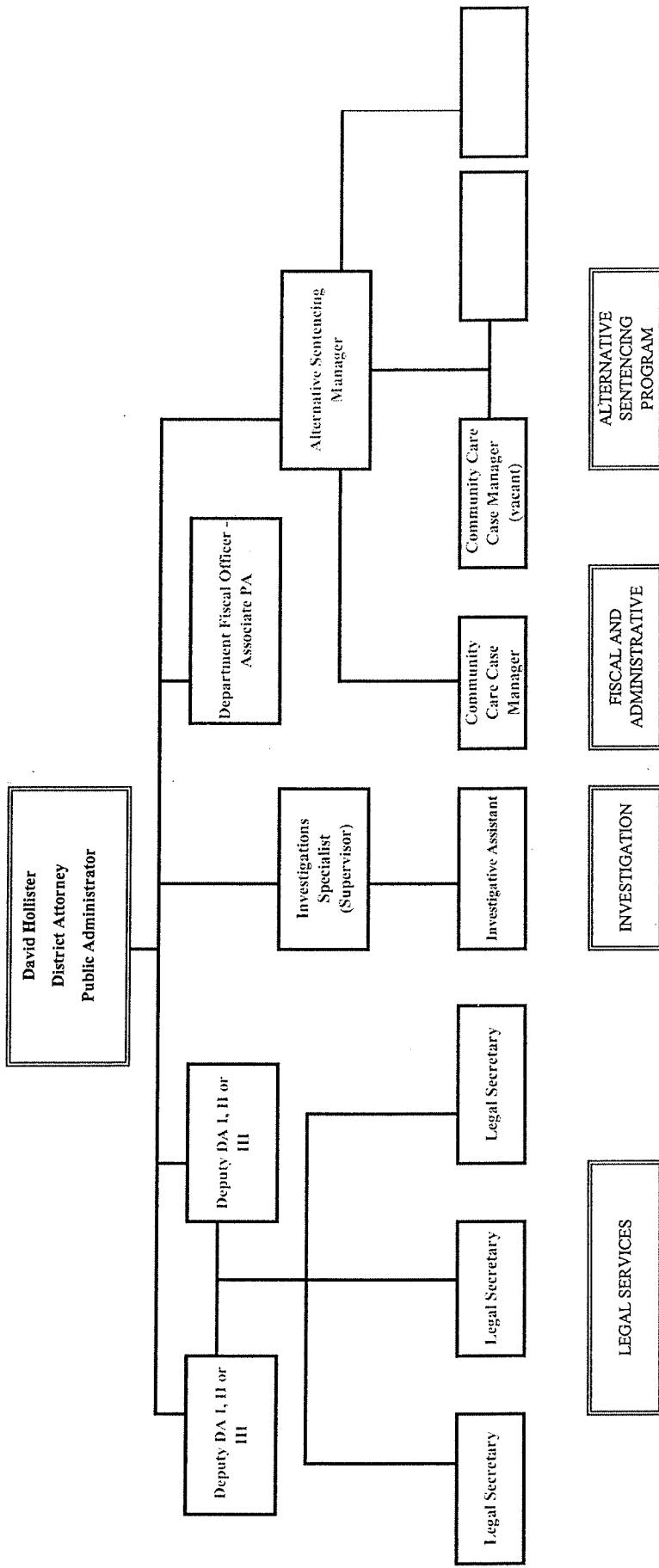
Exhibit E

Plumas County District Attorney's Office
Organizational Chart
2018-19



Plumas County District Attorney's Office Organizational Chart

2019-2020



Proposed new Org Chart 11/30/2018



OFFICE OF THE
COUNTY COUNSEL
 COUNTY OF PLUMAS

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

R. CRAIG SETTLEMIRE
 COUNTY COUNSEL
GRETCHEN STUHR
 DEPUTY COUNTY COUNSEL III
SARAH JAMES
 DEPUTY COUNTY COUNSEL II

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

June 21, 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: Notice of Termination of Services Agreement with Bill Abramson, Attorney at Law, for services in juvenile dependency proceedings under Welfare and Institutions Code section 300, and following; in preparation for such services to be provided by the County Counsel's Office.
 (for the meeting on July 2, 2019)

SUMMARY OF RECOMMENDATION:

That the Board of Supervisors authorize and direct that a 30-day written notice be given terminating the "Services Agreement" effective July 1, 2017, between the County of Plumas and Bill Abramson, Attorney at Law, for the provision of legal services to the Plumas County Department of Social Services in juvenile dependency proceedings under Welfare and Institutions Code section 300 and following, and that such case load be assumed by the County Counsel's Office upon the expiration of such notice period.

BACKGROUND:

As part of the development of the Plumas County Fiscal Year 2018-2019 Budget, the Plumas County Counsel's Office presented a proposal to return to a three attorney level of staffing that ended in early 2012 due to budget constraints.

Your Board will recall that in a Memorandum to the Board of Supervisors dated August 21, 2018, we described how the County Counsel's Office has seen a steadily increasing amount of time devoted to handling juvenile dependency cases (child protective services or CPS) where we represent the Department of Social Services in their role of protecting abused and neglected children when contracted legal counsel has declared a conflict of interest that prevents him from representing the County CPS agency in court. A check of this office's time study records

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settlemire, *Plumas County Counsel*
SUBJECT: Notice of Termination of Services Agreement with Bill Abramson, Attorney at Law, for services in juvenile dependency proceedings under Welfare and Institutions Code section 300, and following; in preparation for such services to be provided by the County Counsel's Office.

Page 2 of 3

shows that in 2011, 2012 and 2013 the County Counsel's Office averaged about 95 hours per year on juvenile dependency matters. In the years 2014 and 2015 that increased to 154 hours per year. Over the years 2016, 2017, 2018 the County Counsel's Office averaged 220 hours per year – a 132% increase. The contract with outside legal counsel for juvenile dependency pays \$50,400 per year to provide 200 hours of services to CPS. This \$50,400 is fully reimbursable from federal and state money and is no burden on the County General Fund. We proposed that if the County Counsel's Office takes over handling all the representation in juvenile dependency cases, we can apply that \$50,400 to partially fund the new deputy county counsel position.¹ Government Code section 26529 provides that the county counsel shall defend or prosecute all civil actions and proceedings in which the county or any of its officers is concerned or is a party in his or her official capacity. Juvenile dependency proceedings are special proceedings of a civil nature.² The Welfare and Institutions Code provides at section 318.5 that the County Counsel is to represent the child welfare agency in dependency cases. Simultaneously, we will eliminate virtually all conflict cases. The County Counsel's Office discussed this with the previous director of Social Services over two (2) years ago.

When your Board approved the Fiscal Year 2018-2019 Budget it included the funding request for a restored third attorney position by adding the position of Deputy County Counsel I, II to the officially allocated positions in the County Counsel's Office. After an extended recruitment, the County Counsel's Office filled that position in late April 2019.

On June 6, 2017, your Board approved a Services Agreement with Bill Abramson, Attorney at Law, to provide legal services to Plumas County in juvenile dependency proceedings. That agreement had an initial term of July 1, 2017, to June 30, 2018, and it provided that the agreement may be terminated by either party upon thirty days' notice. The agreement also contained the following provision: "4. Extension. This Agreement may be extended for two additional 12 month periods not to exceed a total of 3 years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties." In a letter dated April 26, 2018, the former Director of Social Services proposed that the term be extended to July 1, 2018 through June 2019. Mr. Abramson signed and dated a copy of that letter 5-7-18.

¹ Although the \$50,400 can be redirected to partially offset the cost of a third attorney that does not mean that only that newly hired attorney will be handling the entire juvenile dependency caseload. Instead, all three attorneys in the County Counsel's Office are available to represent the Department of Social Services in juvenile dependency cases. The County Counsel and the Deputy County Counsel III have combined experience in juvenile dependency of over 33 years. We can provide a team approach to representing DSS. We can cover for each other during vacations and illnesses. We can be available to DSS to provide in-house trainings. We can be available for consultations after regular business hours.

² *In re Malinda S.* (1990) 51 Cal.3d 368, 384.

TO: Honorable Board of Supervisors, County of Plumas
FROM: R. Craig Settemire, *Plumas County Counsel*
SUBJECT: Notice of Termination of Services Agreement with Bill Abramson, Attorney at Law, for services in juvenile dependency proceedings under Welfare and Institutions Code section 300, and following; in preparation for such services to be provided by the County Counsel's Office.

Page 3 of 3

With the expectation that the agreement with Mr. Abramson would expire of its own terms on June 30, 2019, I sent a letter to Mr. Abramson on June 14, 2019, informing him that his services agreement would not be renewed because the County Counsel's Office would be assuming responsibility for the entire DSS juvenile dependency caseload. However, at that time I was not aware of a letter bearing the date of June 14, 2019, from the current Director of Social Services to Mr. Abramson stating that the agreement was extended to June 30, 2020.³

ACTION:

Rather than addressing the circumstances relating to the June 14, 2019, extension letter, it is respectfully recommended that your Board:

Authorize and direct that a 30-day written notice be given terminating the "Services Agreement" effective July 1, 2017, between the County of Plumas and Bill Abramson, Attorney at Law, for the provision of legal services to the Plumas County Department of Social Services in juvenile dependency proceedings under Welfare and Institutions Code section 300 and following, and that such case load be assumed by the County Counsel's Office upon the expiration of such notice period.

This thirty day period will provide ample time for the County Counsel's Office to prepare to receive the cases currently handled by Mr. Abramson, for Mr. Abramson to deliver the client files for each case to the County Counsel's Office, and for the Plumas County Counsel's Office to become the attorney of record for Plumas County in those cases.⁴

END OF MEMORANDUM

{S:\OPINIONS\Memos\BOS Memo re Abramson Contract.doc}

³ This letter was also unexpected since the Department of Social Services had, several weeks earlier, sent a request in accordance with the requirements of the Purchasing Policy that the County Counsel's Office review and approve as to form a new seven-page Services Agreement to begin July 1, 2019.

⁴ When newly hired as a deputy county counsel in Lassen County, I took over a larger juvenile dependency caseload with only three day's preparation before my predecessor departed. Deputy County Counsel Gretchen Stuhr did the same with less time when hired as a deputy county counsel in Del Norte County.

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 Fifteen Thousand and No/100 Dollars (\$15,000.00).
3. Term. The term of this agreement shall be from July 1, 2019 through September 30, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. 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

- 2 -

CONTRACTOR 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

- 3 -

CONTRACTOR 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

- 4 -

CONTRACTOR 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: _____

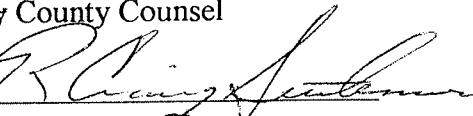
Name: Michael Sanchez

Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

Deputy County Counsel

By: 

Print name R. Craig Settemire
Deputy County Counsel

Date signed: 10/24/2017

_____ 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 Budget Committee and/or Board of Supervisors, to the extent Contractor is available to do so.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed \$15,000.

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.

JOINT POWERS AGREEMENT BETWEEN THE
COUNTIES OF PLUMAS AND SIERRA,
ESTABLISHING THE SIERRA VALLEY
GROUNDWATER MANAGEMENT DISTRICT

RECITALS

Whereas, the County of Sierra (Sierra) and the County of Plumas (Plumas) have lands overlying the Sierra Valley Groundwater Basin (Basin), and

Whereas, the legislature has authorized the creation of a groundwater management district to protect the Basin as provided herein, and

Whereas both Sierra and Plumas have previously entered into a joint powers agreement and desire to extend the agreement.

Therefore, the County of Sierra and the County of Plumas do enter into this agreement under the following findings, terms and conditions:

SECTION 1 – PURPOSE/AUTHORITY

- 1.1 The Board of Supervisors of Sierra and Plumas Counties hereby declare that the preservation of the groundwater in Sierra Valley for continued utilization by agriculture and others is in the public interest of both counties, and therefore enter into this joint power agreement for the purpose of the preservation and management of groundwater in the Sierra Valley.
- 1.2 This agreement is authorized and entered into pursuant to Government Code section 6500 et. seq.

SECTION 2 – METHOD OF ACCOMPLISHMENT

- 2.1 In order to accomplish the purpose set forth in section 1.1, Sierra and Plumas heretofore created the Sierra Valley Groundwater Management District (District), which shall be operated pursuant to the terms of this agreement.

SECTION 3 – BOUNDARIES

- 3.1 the boundaries of the District shall be those as set forth in section 201 of the Sierra Valley Groundwater Basin Act, Statutes 1980, chapters 449 and 986.

SECTION 4 – TERM OF THIS AGREEMENT

4.1 The term of this agreement shall be ten (10) years from the date of adoption and shall supersede any and all prior agreements.

4.2 Notwithstanding section 4.1, this agreement may be cancelled at any time by mutual consent of both parties, provided at least six months' notice is given to the District in writing by both counties. The decision to cancel may be withdrawn by either county at any time after notice has been given to the District and before the cancellation date mentioned in the notice. If either county withdraws its cancellation notice, the cancellation shall become void, and this agreement shall continue in full force and effect.

4.3 This agreement may be cancelled unilaterally at any time by either county, provided that at least six months' notice is provided in writing to both the District and other county. In the event that one county chooses to unilaterally withdraw from this agreement, all the assets of the District shall become the property of the county who has not unilaterally withdrawn. The notices of cancellation to the District and the other county may be withdrawn by the county that issued the notices at any time after the notices are issued and before the cancellation date mentioned in the notices. In the event that either notice is withdrawn, this agreement shall continue in full force and effect.

SECTION 5 – AMENDMENTS

5.1 This agreement may be amended at any time by mutual agreement of the two counties.

SECTION 6 – DISPOSITION OF PROPERTY AND SURPLUS MONEY ON TERMINATION OF THIS AGREEMENT

6.1 In the event that this agreement is cancelled pursuant to notice of both counties or upon the expiration of the term of this agreement, and the District is to be dissolved, any real or personal property and funds owned by the District after its accounts are fully settled shall be divided equally between the two counties.

6.2 In the event this agreement is cancelled pursuant to section 4.3, and the District is to be dissolved, the real and personal property of the District shall first be used to fully satisfy all obligations of the District, and then any remaining assets shall be divided among the counties in proportion to each county's respective contribution to the District.

SECTION 7 – POWERS OF THE DISTRICT

7.1 The District shall have the powers and authority granted in “The Sierra Valley Groundwater Basin Act,” statutes 1980, chapters 449 and 986, together with any additional powers and authority that may be granted by the Legislature.

7.2 This District shall also have power to do the following, and it shall do so in its own name:

- (a) Make and enter into contracts;
- (b) Employ agents and employees, including legal counsel;
- (c) Acquire, construct, manage, maintain, or operate any building, works, or improvement;
- (d) Acquire, hold, or dispose of property;
- (e) Incur debts, liabilities, or obligations; and
- (f) Sue or be sued.

7.3 To the extent authorized by section 102 of chapter 449, California Statutes of 1980, the District shall also have any other power or authority reasonably implied and necessary and proper to carry out the objectives and purpose of the District.

SECTION 8 – BOARD OF DIRECTORS

8.1 The business of the District shall be done by a seven-member board of directors.

8.2 The District shall defend any director, officer, employee, or agent, or any past director, officer, employee, or agent, against any claim or action against him for an injury arising out of any act or omission occurring within the scope of his employment as a director, officer, employee, or agent of the District. The District shall also pay, with the exception of punitive damages, any judgement based thereon or any compromise or settlement of the claim or action to which the District has agreed. Nothing in this section prohibits the payment of punitive damages should the board of directors determine such payment is warranted and appropriate under the circumstances of the case.

8.3 The appointment, term of office, and method for removal of each of the seven directors shall be as follows:

- a) Director 1 shall be a member of the Board of Supervisors of Plumas County and appointed to a four-year term of office by the Plumas County Board of Supervisors. Director 1 shall only be removed by action of the Plumas County Board of Supervisors.

- b) Director 2 shall be a member of the Sierra County Board of Supervisors and appointed to a four-year term of office by the Sierra County Board of Supervisors. Director 2 shall only be removed by action of the Sierra County Board of Supervisors.
- c) Director 3 shall reside in Plumas County within an area inside the boundaries of the District. Director 3 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- d) Director 4 shall reside in Sierra County within an area inside the boundaries of the District. Director 4 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.
- e) Director 5 shall reside in Plumas County within an area inside the boundaries of the District. Director 5 shall not be a member of the Plumas County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Plumas County Board of Supervisors.
- f) Director 6 shall reside in Sierra County within an area inside the boundaries of the District. Director 6 shall not be a member of the Sierra County Board of Supervisors but appointed by the Board to a four-year term and may be removed from office by a vote of the Sierra County Board of Supervisors.
- g) Director 7 shall reside in either Plumas or Sierra within the District boundaries and shall be appointed to a four (4) year term of office by a four (4) vote majority of the District board of directors and may be removed at any time by a vote of both Sierra and Plumas County Board of Supervisors.

8.4 If a vacancy in the board of directors occurs during a term prescribed above, whether that vacancy is caused by death, removal pursuant to this agreement, no longer residing in the location required, no longer serving as a supervisor, or for any other reason, then the vacancy shall be filled by an appointment that will be made in the manner prescribed for the respective directorships in section 8.3. The person so appointed will serve for the balance of the unexpired term, unless removed from office as specified in section 8.3.

SECTION 9- COUNTY FINANCIAL CONTRIBUTIONS

9.1 The District shall continue to make every effort to become financially self-supporting.

9.2 During the first three years, Plumas and Sierra Counties did contribute to the District the amounts of money reasonable needed by the District to accomplish its business.

9.3 The regular yearly request by the District for funds from the Counties shall be submitted to a bi-county finance committee. The committee shall be composed of two members of the board of supervisors from each county. The supervisors who serve as District directors one and two shall not be appointed to the bi-county finance committee. The committee shall meet with the District and determine the amount of money needed from the counties for the coming year. The committee shall determine how much of the money should be paid by each county. The committee will then submit these determinations as recommendations to the board of supervisors of each county for their consideration. The committee's recommendation is not binding on the counties.

9.4 The District shall submit its request to the committee by May 1 of each year. Each board of supervisors shall act on the committee's recommendations by July 1 of each year.

9.5 Other requests for funds from the counties necessitated by unexpected need may be made by the District to the committee at any time during the year.

9.6 The counties may give to the District the services of county employees, equipment, or property in lieu of cash contributions.

SECTION 10 – FINANCIAL ACCOUNTABILITY.

10.1 The District shall provide for strict accountability of all funds and report all receipts and disbursements.

10.2 The Plumas County Treasurer is hereby designated as the depository of funds for the District. The treasurer shall perform all tasks required by California Government Code Section 6505.5.

10.3 The Plumas County Auditor is hereby designated as the auditor for the District. The auditor shall perform all tasks required by California Government Code Sections 6505 and 6505.5, including the annual audit.

10.4 The Sierra County Counsel or his/her designee shall perform the tasks of General Counsel to the District. Sierra County may charge for these services as a credit against any amount owed to the District under section 9. In the event of a conflict of interest with either county, the District shall employ independent legal counsel pursuant to section 7.2(b).

10.5 The Plumas County Board of Supervisors may charge the District an amount equal to Plumas County's actual cost for the services of the treasurer and auditor. These charges may be used as a credit against any amount owed to the District under Section 9.

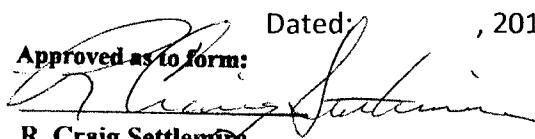
SECTION 11 – ANNUAL REPORT

11.1 Once each year the board of directors shall file a written report with the county clerk of each county. The report shall generally detail the state of the groundwater resource in Sierra Valley and the activities of the District in the past year. The report shall include a summary of any results of studies completed, and any management activity engaged in.

SECTION 12 – DISTRICT AS SEPARATE ENTITY

12.1 The debts, liabilities, and obligations of the District shall not be the debts, liabilities, and obligations of either county.

Plumas County Board of Supervisors


Approved as to form:
R. Craig Settemire
Plumas County Counsel

Dated: , 2019

Michael Sanchez, Chair
Plumas County Board of Supervisors

Sierra County Board of Supervisors

Dated: , 2019

Paul Roen, Chair
Sierra County Board of Supervisors

7A

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*

AGENDA REQUEST
for the July 2, 2019 Meeting of the Board of Supervisors

June 24, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 4.24% (for residential and commercial customers self-hauling solid waste to Plumas County the transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., serving Franchise Area No. 2.

Robert A. Perreault

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 4.24% at transfer stations (for residential and commercial customers self-hauling solid waste to the Plumas County transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., serving Franchise Area No. 1.*
- 2. Enable commentary by the franchise contractor, Intermountain Disposal, Inc.*
- 3. Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
- 4. Consider the adoption of the attached, proposed Resolution to Increase Rates by 4.24% at the Franchise Area No. 1 Transfer Station.*

BACKGROUND:

2018:

On March 15, 2019, IMD did submitted an Audited, Financial Statement for the Period Ending December 31, 2018. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 4.24%.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increases described above are summarized as follows:

- 4.24% (residential collection) and
- 4.24% (commercial collection) and
- 4.24% (residential and commercial customers self-hauling to transfer stations).

CONSIDERATION BY THE SOLID WASTE TASK FORCE

On June 6, 2019, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these fee increase matters and develop “advice” for consideration by the Board of Supervisors. On June 6th, the Solid Waste Task Force voted to recommend to the Board of Supervisors that, in regard to the Franchise Area No. 1, the Solid Waste Task Force endorses the findings of the R3 Consulting Group.

PUBLIC NOTICE

On June 18, 2019 the Board of Supervisors approved the action to proceed with the public notices for a Rate Increase for disposal of solid waste as operated by franchise contractor Intermountain Disposal, Inc. (serving Franchise Area No. 1) for residential and commercial customers self-hauling to Plumas County transfer stations located in Delleker and Graeagle, and directed Public Works staff to implement the notification actions associated with Proposition 13. The public notice, which also contains an internet link to a listing of pertinent rate increase-related documents, is scheduled for publication in the June 26, 2019 editions of Feather River Publishing newspapers within Plumas County.

PUBLIC DOCUMENTS

In addition to the enclosures listed below, the following documents are pertinent to this Rate

Agenda Request

IMD – Proposed Rate Increase – Transfer Station

June 24, 2019

Page 3

Increase:

- 2018 IMD Audited Financial Statements
- 2018 IMD Franchise Agreement Annual Reporting
- 2019 Refuse Rate Index (RRI) Adjustments, dated May 6, 2019
- IMD Proposed 2019 Rate Adjustment Exhibit A
- IMD 2013 Rate Increase, Ordinance 13-1093, dated September 17, 2013

Copies of the above documents are available for public viewing at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

RESOLUTION OF PROPOSED RATE INCREASE

For the time period January 1, 2018 through December 31, 2018, Public Works staff, with the assistance of R3 Consulting Group, has compiled a proposed rate increase of 4.24% for the residential and commercial customers self-hauling to Plumas County transfer stations within Franchise Area No. 2.

It is noted that the last rate increase authorized for IMD was voted by the Board of Supervisors on September 17, 2013.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations located in Delleker and Graeagle (within Franchise Area No. 2), operated by franchise contractor Intermountain Disposal.

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING: (As submitted to Feather River Publishing for Newspaper Publication on June 26, 2019)
- Proposed Resolution for Transfer Station Rate Increase

RESOLUTION NO. 19-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2

WHEREAS, the Board of Supervisors, on February 7, 2017, in conjunction with the imminent adoption of replacement solid waste franchise agreements for each of its franchise contractors, did adopt Plumas County Resolution No. 17-8228, thus establishing the fee schedules for collection, Transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (c), inclusive, of the Plumas County Code of Ordinances, and

WHEREAS, the Plumas County Board of Supervisors, on March 21, 2017, did adopt replacement solid waste franchise agreements for each of its franchise contractors, and

WHEREAS, it is the conclusion of the Board of Supervisors, for various reasons, that the Franchise Contractor for Franchise Service Area Number 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that this Board revises the existing fee schedule for collection, transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (c), inclusive, of the Plumas County Code of Ordinances, to read as follows:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$9.45 for the equivalent of two (2) cans or standard containers; \$14.41 for the equivalent of three (3) cans; and \$18.71 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

(I) Station wagon: \$19.22;

(II) Compact pickup truck: \$23.91;

- (III) Compact pickup truck with sideboards: \$30.22;
- (IV) Standard-sized pickup truck: \$29.17;
- (V) Standard-sized pickup truck with sideboards: \$36.09;
- (VI) Larger trucks: \$21.00 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$16.31;
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$30.22 maximum;
- (III) Each tire sixteen (16") inches or less: \$3.59; Each tire seventeen (17") inches to twenty (20") inches: \$7.17; Each tire more than twenty (20") inches: \$15.81;
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$23.32; Each stump thirteen (13") to twenty-four (24") inches: \$46.71; Each stump more than twenty-four (24") inches: \$70.07;
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$3.89;
- (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$86.88 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 held on the ____ day of _____, 2019, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

7B

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*

AGENDA REQUEST

for the July 2, 2019 Meeting of the Board of Supervisors

June 24, 2019

To: Honorable Board of Supervisors *Robert A. Perreault*

From: Robert Perreault, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 12.82% (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Chester, Quincy, Greenville and La Porte) for disposal of solid waste at said transfer stations, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal, serving Franchise Area No. 1.

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 12.82% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Chester, Quincy, Greenville and La Porte) for disposal of solid waste at said transfer stations, as operated by franchise contractor Feather River Disposal, serving Franchise Area No. 1.*
- 2. Enable commentary by the franchise contractor, Feather River Disposal.*
- 3. Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
- 4. Consider the adoption of the attached, proposed Resolution to Increase Rates by 12.82% at Franchise Area No. 1 Transfer Stations.*

BACKGROUND:

2016:

During, or about, March 2017, Feather River Disposal (FRD) submitted a request for an increase in the solid waste fees in the amount of 11.98%.

However, during March 2017, FRD did not submit an Audited, Financial Statement for the Period Ending December 31, 2016.

Public Works staff reviewed and considered the request for a rate increase, and further involved the County's solid waste consultant, the R3 Consulting Group. Acting on behalf of the County, the R3 Consulting Group conducted further discussions with Feather River Disposal.

Following discussions with the R3 Consulting Group, the Director of Public Works advised Feather River Disposal that their request of 11.98% would not be supported by Public Works staff.

During March 2017, Public Works staff directed the R3 Consulting Group to prepare a "Cost of Services" (COS) Rate Study for the FRD franchise contract area. R3 Consulting Group prepared and finalized the COS Rate Study on June 15, 2017.

Having additional information from the COS Rate Study, the Director of Public Works participated in additional discussions with FRD, Public Works staff and the R3 Consulting Group.

In regard to FRD, the COS Rate Study proposed the residential rate to be increased by 4.09% and commercial rates decreased by 3.06% to address the calculated imbalance between residential rates and commercial rates. There were no recommended adjustments to be made to the Transfer Station rates by the COS Rate Study.

Thereafter, FRD revised its request for a rate increase to be 4.87%, an amount that was deemed acceptable by the Director of Public Works and subject to approval of the Board of Supervisors.

2017:

On, or about, March 15, 2018, FRD submitted an Audited, Financial Statement for the Period Ending December 31, 2017. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, , as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 2.69%.

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2018:

On March 15, 2019, FRD did submit an Audited, Financial Statement for the Period Ending December 31, 2018. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, the R3 Consulting Group, requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the replacement Franchise Agreement that took effect on April 1, 2017. The R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 4.76%.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increases described above are summarized as follows:

- 17.22% (residential collection) and
- 9.53% (commercial collection) and
- 12.82% (residential and commercial customers self-hauling to transfer stations).

CONSIDERATION BY THE SOLID WASTE TASK FORCE

On June 6, 2019, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these fee increase matters and develop “advice” for consideration by the Board of Supervisors. On June 6th, the Solid Waste Task Force voted to recommend to the Board of Supervisors that, in regard to the Franchise Area No. 1, the Solid Waste Task Force endorses the findings of the R3 Consulting Group.

PUBLIC NOTICE

On June 18, 2019 the Board of Supervisors approved the action to proceed with the public notices for a Rate Increase for disposal of solid waste as operated by franchise contractor Feather River Disposal (serving Franchise Area No. 1) for residential and commercial customers self-hauling to Plumas County transfer stations located in Chester, Quincy, Greenville and La Porte, and directed Public Works staff to implement the notification actions associated with Proposition 13. The public notice, which also contains an internet link to a listing of pertinent rate increase-related documents, is scheduled for publication in the June 26, 2019 editions of Feather River Publishing newspapers within Plumas County.

PUBLIC DOCUMENTS

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

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- 2017 FRD Audited Financials
- 2017 FRD Financial Statements
- 2018 FRD Audited Financial Statements
- 2018 Refuse Rate Index (RRI) Adjustments, dated June 14, 2018
- 2019 Refuse Rate Index (RRI) Adjustments, dated May 6, 2019 (Draft)
- FRD – Cost of Services (COS) Rate Study – June 15, 2017
- FRD Proposed 2019 Rate Adjustment – Exhibit A
- FRD 2009 Rate Increase, Ordinance 09-1069, dated January 13, 2009

Copies of the above documents are available for public viewing at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents>

RESOLUTION OF PROPOSED RATE INCREASE

For the time period January 1, 2016 through December 31, 2018, Public Works staff, with the assistance of R3 Consulting Group, has compiled a proposed rate increase of 12.82% for the residential and commercial customers self-hauling to Plumas County transfer stations within Franchise Area No. 1.

It is noted that the last rate increase authorized for FRD was voted by the Board of Supervisors on January 13, 2009.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to County transfer stations located in Chester, Quincy, Greenville and La Porte (within Franchise Area No. 1), operated by franchise contractor Feather River Disposal

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING: (As submitted to Feather River Publishing for Newspaper Publication on June 26, 2019)
- Proposed Resolution for Transfer Station Rate Increase

RESOLUTION NO. 19-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA 1

WHEREAS, the Board of Supervisors, on February 7, 2017, in conjunction with the imminent adoption of replacement solid waste franchise agreements for each of its franchise contractors, did adopt Plumas County Resolution No. 17-8228, thus establishing the fee schedules for collection, Transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (c), inclusive, of the Plumas County Code of Ordinances, and

WHEREAS, the Plumas County Board of Supervisors, on March 21, 2017, did adopt replacement solid waste franchise agreements for each of its franchise contractors, and

WHEREAS, it is the conclusion of the Board of Supervisors, for various reasons, that the Franchise Contractor for Franchise Service Area Number 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 17-8228.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that this Board revises the existing fee schedule for collection, transfer and related solid waste services as shown in Section 6-10.207, subsections (b) through (c), inclusive, of the Plumas County Code of Ordinances, to read as follows:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling, and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$8.50 for the equivalent of two (2) cans or standard containers; \$13.49 for the equivalent of three (3) cans; and \$17.71 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$18.37;
- (II) Compact pickup truck: \$22.82;
- (III) Compact pickup truck with sideboards: \$29.19;

- (IV) Standard-sized pickup truck: \$27.88;
- (V) Standard-sized pickup truck with sideboards: \$34.88;
- (VI) Larger trucks: \$19.68 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$15.81;
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$28.59 maximum;
- (III) Each tire sixteen (16") inches or less: \$3.51; Each tire seventeen (17") inches to twenty (20") inches: \$7.07; Each tire more than twenty (20") inches: \$15.69;
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$22.82; Each stump thirteen (13") to twenty-four (24") inches: \$45.70; Each stump more than twenty-four (24") inches: \$68.53;
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$3.75;
- (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$91.55 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 held on the ____ day of _____, 2019, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors