



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 4, 2020 TO BE HELD AT 11:00 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

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) CLERK OF THE BOARD

Approve Board minutes for January 2020

B) SHERIFF

- 1) Approve supplemental budget of \$73,972 for receipt of unanticipated revenue for Hazard Mitigation Grant Program; approved by the Auditor/Controller **View Item**
- 2) Approve supplemental budget of \$52,555 for receipt of unanticipated revenue for Sheriff's OHV program; and authorize the purchase of fixed assets (\$18,000 for tracks and associated equipment to outfit Sheriff's UTV for winter operations); approved by the Auditor/Controller **View Item**
- 3) Adopt **RESOLUTION** authorizing the Sheriff to participate in the 2019-2020 California Department of Health Care Services, Medi-Cal Inmate Program **View Item**
- 4) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Kassbohrer All Terrain Vehicles, Inc. for service to snowcat; approved as to form by County Counsel **View Item**
- 5) Approve and authorize the Chair to sign contract, not to exceed \$9,999, between County of Plumas and Plumas Sanitation, Inc. for service of jail septic tank, effective January 1, 2020; approved as to form by County Counsel **View Item**

C) LIBRARY

- 1) Approve supplemental budget of \$19,195 for receipt of unanticipated revenue; and authorize the Library to transfer to various accounts within the budget including office expense and Books – Special Department Expense; approved by the Auditor/Controller [View Item](#)
- 2) Authorize the Quincy Library Branch to close from Monday, February 24th to Friday, February 28, 2020 to complete three projects that will create a health and safety hazard to patrons [View Item](#)

D) FACILITY SERVICES

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and Delta Fire Systems, Inc. for emergency repair services for sprinkler system at Court House Annex; approved as to form by County Counsel [View Item](#)
- 2) Approve request to waive rental fees for use of the Plumas County Courthouse on May 2, 2020 for Quincy High School Prom [View Item](#)

E) BEHAVIORAL HEALTH

Authorize payment of \$2,402.50 to County of El Dorado Health & Human Services Department, without a contract, for psychiatric care [View Item](#)

F) HUMAN RESOURCES

- 1) Adopt **RESOLUTION** adopting the Job Classification Plan Affected by Schedule for California Minimum Wage Rate for 2017-2023, effective January 1, 2020 [View Item](#)
- 2) Adopt **RESOLUTION** adopting the Plumas County Job Classification Plan [View Item](#)

G) PUBLIC HEALTH AGENCY

- 1) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Assistant Director of Public Health position created by resignation, effective February 21, 2020 [View Item](#)
- 2) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Health Education Specialist, and/or Community Outreach Coordinator position, created by promotion of a current staff member [View Item](#)
- 3) Adopt **RESOLUTION** amending the FY 2019-2020 County Personnel Allocation in Budget Units 70560 and 70566 by shifting .05 FTE in the Health Education Coordinator I/II, Health Education Specialist and Community Outreach Coordinator series, effective January 12, 2020 [View Item](#)
- 4) Adopt **RESOLUTION** accepting Standard Agreement Number 19-10852 with the California Department of Public Health, Communicable Disease Control Division to address infectious disease prevention and control, and authorize the Director of Public Health to sign [View Item](#)

H) PUBLIC WORKS

- 1) Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Maintenance Worker position, Chester [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$417,000, between County of Plumas and Quincy Engineering, Inc. for construction engineering services of the Spanish Ranch Road Bridge Replacement Project; approved as to form by County Counsel [View Item](#)

I) DISTRICT ATTORNEY

Approve supplemental budget of \$7,496 for receipt of unanticipated revenue for FY 2019-2020 for Alternative Sentencing Program; and approve Memorandum of Understanding between County of Plumas and Plumas Superior Court for Collaborative Justice Courts Substance Abuse Focus Grant Program; approved as to form by County Counsel [View Item](#)

2. **ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

Mid-Year report and update on Job Seeker and Business Services for Program Year 2019-2020

View Item

3. **ABANDONED VEHICLE ABATEMENT AUTHORITY BOARD** – Charles White

11:15 A.M. **PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE**, amending Plumas County Code, Chapter 8 of Title 5 (Abandoned, Wrecked, Dismantled or Excess Inoperable Vehicles) to bring the Ordinance current and into compliance with State and California Highway Patrol regulations. **Roll call vote** **View Item**

4. **BIG FISH CREATIONS** – Michael and Patty Clawson

Presentation of “media-buy” for 2020 Visitors Ad; suggest combo “media-buy” and review stats from Facebook social media campaign (Option No. 1 Visitor Guide-Half page ad \$775; Option No. 2 Visitor Guide quarter page \$300 and “Like” digital Facebook ad \$475); discussion and possible action

View Item

5. **BEHAVIORAL HEALTH COMMISSION** – Supervisor Simpson

Presentation of 2019 Behavioral Health Commission Annual Report **View Item**

6. **DEPARTMENTAL MATTERS**

A) **AUDITOR/CONTROLLER** – Roberta Allen

Continued from January 21, 2020, approve and authorize the Chair to sign Amendment No. 1 between County of Plumas and Tyler Technology/Munis, subject to approval by County Counsel

B) **SOCIAL SERVICES** – Neal Caiazzo

Presentation of Social Services Trends Report for quarter ending December 31, 2019 **View Item**

C) **COUNTY ADMINISTRATIVE OFFICE** – Gabriel Hydrick

Discussion and possible action regarding Strategic Workshop

D) **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** Ratifying the Memorandum of Understanding between the County of Plumas and the Plumas County Confidential Employees Association. **Roll call vote** **View Item**

7. **BOARD OF SUPERVISORS**

A. Ratify letter, dated January 22, 2020, to the Plumas County Probation Department in support of their application to the California Office for Traffic and Safety for the 2020-2021 DUI Grant; 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

D. Appointments

CHESTER CEMETERY DISTRICT

Appoint Wanda Floyd to the Chester Cemetery District Board of Directors, replacing Rick Thompson

8. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Director of Child Support Services (Board only)
- B. Personnel: Public employee performance evaluation – Building Official (Board only)
- C. Personnel: Public employee performance evaluation – County Counsel
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 11, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting
In
Memory Of*

*Cole Comstock
and
Jeffrey Greening*



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

181

Memorandum

DATE: January 6, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns ✓
RE: Agenda Item for the meeting of January 21, 2020

RECOMMENDATION:

Approve supplemental budget request in the amount of \$73,972.00 for Hazard Mitigation Grant Program.

BACKGROUND & DISCUSSION:

A supplemental budget is needed for funding awarded under the Hazard Mitigation Grant Program. This one-time grant funding will be to develop a Local Hazard Mitigation Plan Update for Plumas County.

TRANSFER NUMBER _____
(Auditor's Use Only)

Date 1/6/2020

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 SIXXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> | Establish any new account except fixed assets | Auditor |

☒ SUPPLEMENTAL REVENUE ACCOUNTS

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0017G	70329	73,972 00
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TO BE
ASSIGNED
BY AUDITOR

Total (must equal transfer to total)	73,972.00
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☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

Fund #	Dept #	Acct #	Account Name	\$ Amount
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0017G	70329	521900	PROFESSIONAL SERVICES	73,972.00
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Total (must equal transfer to total)	73,972.00
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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 HAZARD MITIGATION GRANT PROGRAM

B) N/A

C) EXPENSES TO BE INCURRED UNDER GRANT PROGRAM

D) GRANT AWARDED AFTER BUDGET PREPARATION

Approved by Department Signing Authority:

Roni Towery

☐ 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/Controller's 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.



July 5, 2019

Gregory Hagwood
Sheriff/Director of Emergency Services
Plumas County
1400 East Main Street
Quincy, CA 95971

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-4344-DR-CA, Project #PL0065, FIPS #063-00000

Dear Sheriff Hagwood:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$73,971.75**. A copy of the FEMA award package is enclosed for your records.

In order to receive payment, all subrecipients must have a current (within the last 3 years), valid Governing Body Resolution and updated Grant Assurances on file with our office (sample copies enclosed). These forms may be downloaded in an electronic format at www.caloes.ca.gov following the links: *Cal OES Divisions; Recovery; Disaster Mitigation & Technical Support; 404 Hazard Mitigation Grant Program; HM Post Obligation Documents*. An active DUNS Number registration with the federal System for Award Management (SAM) website is also required for obtaining payment for the duration of this grant subaward. For your convenience, information regarding completing and renewing a SAM registration is included in this package. Please complete the electronic forms as well as the enclosed Supplemental Grant Subaward Information sheet and return them to the address below within 30 days. Payments will be made on a reimbursement basis using the Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application; expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.



For further assistance, please contact the Recovery Grants Processing Unit at (916) 845-8110 for payment related questions, or Hazard Mitigation Grants at (916) 845-8150 for program related questions.

Recovery Grants Processing Unit

Enclosures

c: Applicant's File

*The Recovery Grants Processing Unit has a universal Public Assistance resolution, passed on 3/21/17, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.

ALEX KNIGGE IS OUR PROJECT ANALYST.





TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

162

Memorandum

DATE: January 9, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns TS
RE: Agenda Item for the meeting of January 14, 2020

RECOMMENDATION:

Approve supplemental budget request for Sheriff's OHV program (dept 70384) in the amount of \$52,555.00.

Approve budget transfer from Sheriff OHV contingency account (528400) to fixed asset account for Patrol Equipment (545700) in the amount of \$18,000.00.

Authorize the Sheriff's Office to purchase tracks and associated equipment to outfit the Sheriff's Office UTV for winter operations in the amount not to exceed \$18,000.00.

BACKGROUND & DISCUSSION:

The Sheriff's Office OHV grant program had not been notified of the funding amount awarded during budget preparations. The amount of \$52,555.00 is now available and needs to be budgeted for use for the period of 10/01/19-09/30/2020.

The funds budgeted in the contingency account are OHV in lieu funds that are used for the required grant match. The purchase of patrol equipment is a portion of the required grant match.

The Sheriff's Office respectfully requests authorization to purchase the tracks and associated equipment to outfit the Sheriff's Office UTV for winter operations not to exceed the cost of \$18,000.00. The CAO has approved this sole source purchase.

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

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAV - SHERIFF Dept No: 70384 Date: 12/18/2019

The reason for this request is (check one):

- | | | | |
|---|-------------------------------------|---|----------------------------|
| A | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Approval Required
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 SIXXX | 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)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70384	44110	STATE - CIV GRANT SHERIFF	52,555.00
Total (must equal transfer to total)				52,555.00

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017C	70384	51060	OVERTIME	51,000.00
0017G	70384	51100	FICA/MED/CARE/OSDI	1,555.00
Total (must equal transfer to total)				52,555.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support 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 FOR NEW GRANT AWARDED

B) N/A

C) EXPENDITURES TO BE INCURRED THIS FISCAL YEAR

D) GRANT AWARDED AFTER BUDGET WAS ADOPTED

Approved by Department Signing Authority:

Ronald Powers

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/Controller's signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

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

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

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

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

TRANSFER NUMBER _____

(Auditor's Use Only)

Department: O-IV - SHERIFF

Dept No: 70384

Date: 12/18/2019

The reason for this request is (check one):

- A. ☒ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Assets within a FXXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board

Board

Board

Auditor

Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70384	528400	CONTINGENCIES	18,000.00
Total (must equal transfer to total)				18,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70384	545700	PATROL EQUIPMENT	18,000.00
Total (must equal transfer to total)				18,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support 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) TRANSFER FROM CONTINGENCY TO PATROL EQUIPMENT

B) CONTINGENCY ACCOUNT

C) EXPENDITURE TO BE INCURRED THIS FISCAL YEAR

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:

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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.

Final Awards
2018/2019 Grants Competitive Agreements
LAW Enforcement Projects

[illegible]

[illegible]

Director, Department of Parks and Recreation

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TODD JOHNS
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

1B3

Memorandum

DATE: January 14, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Item for the meeting of February 4th, 2020

It is recommended that the Board:

Adopt Resolution and authorize the Sheriff's Office participate in the 2019-2020 California Department of Health Care Services, Medi-Cal Inmate Program also known as MCIP.

Background and Discussion:

The purpose of this agreement is to set forth the terms a county must abide by in order to participate in the MCIP agreement. The agreement allows the county to bill Medi-cal on medical services after an inmate has been hospitalized after the first 24-hours. Our current rated fees for the program are under \$100.00 per year.

A copy of the agreement is on file with the Clerk Of The Board.

Resolution and contract have been reviewed by County Counsel.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "MEDI-CAL COUNTY INMATE PROGRAM" FOR FY 2019-2020, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS OR HIS DESIGNEE, IS AUTHORIZED TO SIGN AND SUBMIT THE COUNTY PARTICIPATION FORM: FISCAL YEAR 2019-2020 ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT. ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2020 BY THE FOLLOWING VOTE;

AYES;

NOES;

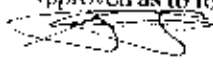
ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Kevin Goss, Chair

ATTEST; SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Nancy DaForno, Clerk

Approved as to form:

Gretchen Stahr
Plumas County Counsel

1/14/2020



TODD JOHNS
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

1B4

Memorandum

DATE: January 23, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting February 4, 2020

It is recommended that the Board:

Approve and sign contract #PCSO00035 between the Plumas County Sheriff's Office (PCSO) and Kassbohrer All Terrain Vehicles, Inc. in the amount of \$20,000.

Background and Discussion:

The term of this contract is 02/15/20 - 02/14/21. This purpose of this agreement with Kassbohrer All Terrain Vehicles is to provide service to the Sheriff's snowcat.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 15th day of February 2020, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Kassbohrer All Terrain Vehicles, Inc. a Maine 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 (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 Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from February 15, 2020 through February 14, 2021, 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. Labor and Materials. Unless otherwise 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. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 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.

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.

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:

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

Contractor:

Kassbohrer All Terrain Vehicles, Inc.
8850 Double Diamond Parkway
Reno, NV 89521
Attention: Brian Pomerleau, Chief Financial Officer

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.
26. 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.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Kassbohrer All Terrain Vehicles, Inc.,
a Maine corporation

By: _____
Name: Brian Pomerleau
Title: Chief Financial Officer
Date:

By: _____
Name: Stefan Spindler
Title: Chief Executive Officer
Date:

COUNTY:

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

By: _____
Name: Todd Johns
Title: Sheriff
Date:

By: _____
Name: Kevin Cross
Title: Chair, Plumas County Board of Supervisors
Date:

Attest:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors
Date:

Approved as to form:

Plumas County Counsel

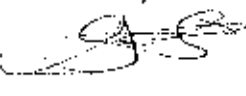
By:  Deputy 1/21/2020
County Counsel

EXHIBIT A

Scope of Work

1. Provide general equipment repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (L.O.F).
 - b. Vehicle inspection.
 - c. Engine repair and replacement.
 - d. Drivetrain repair and replacement.
 - e. Diagnostics, including driveability and mechanical repairs.
 - f. Electrical/wiring repairs.
2. All Work shall be provided in accordance with industry standards for high-quality services and repairs. Prior to any service or repair work being performed, a repair order shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$125.00 per hour.
2. Parts as quoted.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

1B5

Memorandum

DATE: January 23, 2020
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting of February 4, 2020

It is recommended that the Board:

Approve and sign contract #PCSO00099 between the Plumas County Sheriff's Office (PCSO) and Plumas Sanitation Inc., a California Corporation for payments, services provided by Plumas Sanitation Inc. from January 1, 2020 to date of approval in the amount of \$9,999.

Background and Discussion:

The term of this contract is 01/01/20 – 12/31/20. This purpose of this agreement with Plumas Sanitation Inc. is to provide service to the Jail septic tank.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Plumas Sanitation 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 Nine Thousand, Nine Hundred and Ninety Nine Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from January 1st, 2020 through December 31st, 2020, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Sanitation Inc, from January 1, 2020 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. 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.*

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. 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.

c. 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 Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA. 95971
Attention: Gregory J. Hagwood, Sheriff

Contractor:

Plumas Sanitation Inc.
73762 Industrial Way
Portola, CA. 96122
Attention: Lance Wehrman, Owner

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. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Plumas Sanitation, a California Corporation

By: _____

Name: Lance Wehrman

Title: President / Owner

Date signed:

By: _____

Name: Lance Wehrman

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By: _____

Name: Todd Johns

Title: Sheriff

Date signed:

County of Plumas,
Board of Supervisors

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date Signed:

ATTEST:

By: _____

Nancy Dal'orno

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By:  _____

Plumas County Counsel

Dep'ty 1/24/2020

EXHIBIT A

Scope of Work

Provide waste tank pumping at the Plumas county Correctional Facility in order to help prevent back-ups and blockages.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of \$500.00 per waste tank pump service.
2. Emergency waste tank pumps that occur on weekends or after standard business hours, (after 6:00 p.m.), require an additional \$100.00 to the labor fee.
3. Should additional service be needed, the County shall be provided with a written estimate prior to any work or repairs. County shall not be responsible for the cost of any work or repairs the County did not authorize in advance of the work or repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that the work or repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall provide a written invoice on the day of service to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The County shall not have any responsibility to make payments to any subcontractor or supplier.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

101



Lindsay Fuchs
County Librarian

DATE: January 21, 2020

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

SUBJECT: Authorize supplemental budget transfer to 20670/46070 for \$9820.69, supplemental expenditure account 20670 / 521800 Office Expense. Authorize supplemental budget transfer to 20670/46070 for \$9,000, supplemental expenditure account 20675 / 524510 Book (s) – SP Dept Exp. Authorize supplemental budget transfer to 20670/46230 for \$375, supplemental expenditure account 20670 / 521800 Office Expense.

Recommendation:

Authorize supplemental budget transfer to 20670/46070 for \$9820.69, supplemental expenditure account 20670 / 521800 Office Expense.

Authorize supplemental budget transfer to 20670/46070 for \$9,000, supplemental expenditure account 20675 / 524510 Book (s) – SP Dept Exp.

Authorize supplemental budget transfer to 20670/46230 for \$375, supplemental expenditure account 20670 / 521800 Office Expense.

Background:

The Library and Literacy Departments accept donations to help fund services, programs, and materials. The Plumas Sierra Literacy Corporation is donating \$18, 820.69 to the Library and Literacy Dept to be split between buying new items for programs and services like STEAM kits, story time activities, and more, and books for Project Read, a Literacy program that encourages parents/caregivers on the importance of reading to children. Twins Pines Cooperative Foundation, on behalf of Quincy Natural Foods Cooperative Community Fund, has donated \$375.00 to be used for the new Greenville Library creative writing program.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Library and Literacy

Dept. No: 2006700375

Date: 1/21/2020

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☒ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board

Board

Board

Auditor

Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
001	20670	46070	Contribution from Other Agency	9,820.69
001	20670	46070	Contribution from Other Agency	9,000.00
001	20670	46230	Library - Donations	375.00
			Total (must equal transfer to total)	19,195.69

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
001	20670	521800	Office Expenses	9,820.69
001	20675	524510	Book(s) - SF Dept Exp	9,000.00
001	20670	521800	Office Expenses	375.00
			Total (must equal transfer to total)	19,195.69

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.

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: January 27, 2020
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Authorize and approve the Quincy Library Branch to be closed from Monday February 24 2020 to Friday February 28 2020 to the public.

Recommendation:

Authorize and approve the Quincy Library Branch to be closed from Monday February 24 2020 to Friday February 28 2020 to the public.

Background:

During the week of February 24 2020 to Friday February 28 2020, Facilities will be completing three projects that due to the scope and area of work will create a health and safety hazard to patrons at the Quincy Branch library. This is specific to the main part of the library itself and should not affect the Quincy Meeting Room or back offices. The three projects are:

- Facilities will remove the current hearth and cover the fireplace opening. This will provide additional space for bookshelves so we can expand the offered materials and match the current rates of new additions. The fireplace has a natural draft which pulls out the air conditioned or heated interior air; covering the fireplace will arguably decrease our monthly heater/AC bills. The fireplace cannot be used for safety and liability reasons, and has not been used at all in decades. The current hearth ledge also serves as a safety hazard, as it has very sharp edges to it and because of the area's set-up/the ledge's height, it is easily run into.
- Heat Transfer will be installing the five new heater units; during this time, the building will probably not be up to normal/comfortable conditions.

- There is a persistent leak that currently cannot be fixed through work on the roof. The attic space is blocked off into sections. To access the area above the leak, Facilities can only reach it through the crawl space opening above the nonfiction section in the main part of the library. To reach it, at least one bookshelf and possibly more will need to be emptied and moved to reach the opening.

Due to these three projects affecting the comfort, health, and safety of potential patrons, I ask that the Quincy Library branch will be closed during the week of February 24 2020 to Friday February 28 2020.



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: December 10, 2019
TO: Honorable Board of Supervisors
FROM: Kevin Correira – Facility Services Director
SUBJECT: Request to approve and authorize Chair Goss to sign ratified contract between Facility Services and Delta Fire Systems, Inc.

Recommendation

Approve and authorize Chair Goss to sign ratified contract between Facility Services and Delta Fire Systems, Inc.

Background and Discussion

This contract with Delta Fire Systems serves to provide emergency repair services for the sprinkler system at the Court House Annex when a water leak is detected in the system. It is also used for sprinkler system annual inspections and regular maintenance and repair at Plumas County facilities.

Contract not to exceed \$10,000.

A copy of the 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

Kevin Correia
Director

Board Date: Feb 4, 2020

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Authorize the Department of Facility Services to waive the rental fee for Marcy DeMartile/Quincy High School Adult Chair on May 2, 2020 at the Plumas County Courthouse.

Background

Marcy DeMartile/ Quincy High School Adult Chair has requested to waive the rental fee on May 2, 2020 at the Plumas County Courthouse. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

Recommendation

Authorize the Department of Facility Services to waive the rental fee for Marcy DeMartile/Quincy High School Adult Chair on May 2, 2020 at the Plumas County Courthouse.

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: February 4, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

It is respectfully requested the Board of Supervisors approve and authorize payment to County of El Dorado Health & Human Services for Psychiatric care, in the amount of \$ 2,402.50.

BACKGROUND AND DISCUSSION:

This charge of \$2402.50 is for inpatient mental health stay. Behavioral Health does not have a contract with County of El Dorado Health & Human Services Department.

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.

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Senon
Director

Behavioral Health Division
Jamie Samboceli, LMFT
Deputy Director

768 Pleasant Valley Road, Suite 201
Diamond Springs, CA 95619
530-621-6290 Phone / 530-622-1293 Fax

1900 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150
530-573-7970 Phone / 530-543-6873 Fax



BOARD OF SUPERVISORS

JOHN IHDATHL
District I

SHIVA FRENTZEN
District II

BRIAN K. VEERKAMP
District III

MICHAEL RANALDI
District IV

SUE NOVASEL
District V

Psychiatric Health Facility

Plumas County Mental Health Services
260 County Hospital Rd.
Quincy, CA 95971

35B Spring St.
Placerville, CA 95667
Phone: (530) 621-6281
Fax: (530) 295-2594

Billing Address:
3057 Briw Road, Suite B
Placerville, CA 95667
Phone: (530) 295-6903
Fax: (530) 295-2580

Date: January 7, 2020

Client Name:

Client #: 619713

SS#:

Date of Birth:

Admit Date: 11/01/2019

D/C Date: 11/06/2019

		Daily Rate	Balance Due
Total Days	5	\$961.00	\$4,805.00
			(\$2,402.50) Less Medi-Cal Credit
			\$2,402.50 Total Amount Due

Please remit payment to the billing address above.

If you have any questions, please contact me at 530-295-6903.

El Dorado County Tax ID #: 94-6000511
Telcare Psychiatric Health Facility NPI #: 1588068589

Thank you,

Brian Long
EL DORADO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
HEALTH SERVICES DEPARTMENT

Vision Statement:
Transforming Lives and Improving Futures

1F1

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: December 2, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 4, 2020

**RE: APPROVE RESOLUTION ADOPTING THE JOB
CLASSIFICATION PLAN AFFECTED BY SCHEDULE FOR
CALIFORNIA MINIMUM WAGE RATE FOR 2017-2023
EFFECTIVE JANUARY 1, 2020**

IT IS RECOMMENDED THAT THE BOARD:

Approve Resolution to amend job classification wage ranges affected by the increase in minimum wage based on the Schedule for California Wage Rate 2017-2023. The minimum wage for 2020 is set at \$13.00 per hour and will increase for the next two (2) years an additional dollar per year. The minimum wage increase will cap in 2022 at \$15.00 per hour.

BACKGROUND AND DISCUSSIONS

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries increased to \$10.50 per hour. Although we have increased wage rates over the past three years with cost of living increases, we currently have job classifications that fall below the minimum wage threshold of \$13.00 per hour.

From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees. This increase was delayed one year for employers employing 25 or fewer employees, from January 1, 2018, to January 1, 2023. The scheduled increases may be temporarily suspended by the Governor, based on certain determinations. There are no temporary changes at this time. The increases to the minimum wages are required by California law that governs the minimum wage rates.

The minimum wage shall be adjusted on a yearly basis through 2023 according to the pre-set schedule as shown in the table.

Schedule for California Minimum Wage rate 2017-2023

Date	Minimum Wage for Employers with 25 Employees or Less	<i>Minimum Wage for Employers with 26 Employees or More</i>
January 1, 2017	\$10.00/hour	<i>\$10.50/hour</i>
January 1, 2018	\$10.50/hour	<i>\$11.00/hour</i>
January 1, 2019	\$11.00/hour	<i>\$12.00/hour</i>
January 1, 2020	\$12.00/hour	<i>\$13.00/hour</i>
January 1, 2021	\$13.00/hour	<i>\$14.00/hour</i>
January 1, 2022	\$14.00/hour	<i>\$15.00/hour</i>
January 1, 2023	\$15.00/hour	

Most employers in California are subject to both the federal and state minimum wage laws. Also, local entities (cities and counties) are allowed to enact minimum wage rates and several cities have recently adopted ordinances which establish a higher minimum wage rate for employees working within their local jurisdiction. The effect of this multiple coverage by different government sources is that when there are conflicting requirements in the laws, the employer must follow the stricter standard; that is, the one that is the most beneficial to the employee. Thus, since California's current law requires a higher minimum wage rate than does the federal law, all employers in California who are subject to both laws must pay the state minimum wage rate unless their employees are exempt under California law.

The attached list of Job Classifications indicate twenty-six job classifications affected by the new 2020 minimum wage of \$13.00 an hour. This new increase also affects those positions that are considered a progressive series of classifications. Keeping the wage ranges consistent with five percent (5%) step increases for specific classification series.

I have compiled a list of job classifications affected in the next two (2) years according to the Schedule for California Minimum Wage Rate 2017 – 2023, as outlined in Exhibit A. The minimum wage increases will affect three departments' personnel budgets

Operating Engineers Local #3 has concerned regarding the minimum wage adjustments should be adjusted higher than the minimum wage. We will meet again next December 2020 to discuss the next minimum wage adjustments.

I recommend that the Board adopt the attached Resolution with an effective date of January 1, 2020.

RESOLUTION NO. 2019-_____

**RESOLUTION ADOPTING JOB CLASSIFICATION PLAN AFFECTED BY
CALIFORNIA MINIMUM WAGE RATE SCHEDULE 2017-2023**

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

WHEREAS, these positions are necessary in the daily operational needs of the various County Departments; and

WHEREAS, this needed update was recognized by the Human Resources Director who is now requesting approval of this resolution to amend the 2019-2020 job classification wage rates; and

WHEREAS, the effective date of these Resolution will be effective January 1, 2020 in accordance with Schedule for California Minimum Wage Rate 2019-2020; and

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

Approve the Job Classification Plan specifically the base wage increases for the following positions due to the Schedule for California Minimum Wage Rate 2020 increase:

Job Classifications	Unit	Previous Rate	New 2020 Rate
Animal Shelter Attendant	GEN	\$12.83	\$13.00
Assistant Cook	GEN	\$12.00	\$13.00
Branch Library Assistant I	GEN	\$12.24	\$13.00
Branch Library Assistant II	GEN	\$13.23	\$14.33
Community Care House Attendant I	GEN	\$12.00	\$13.00
Community Care House Attendant II	GEN	\$12.57	\$13.65
Custodian	GEN	\$12.00	\$13.00
Fiscal & Technical Services Assistant I	GEN	\$12.24	\$13.00
Head Cook	GEN	\$12.83	\$13.65
Engineering Aide	GEN	\$12.24	\$13.00
Health Aide I	GEN	\$12.24	\$13.00
Health Aide II	GEN	\$12.60	\$13.65
Legal Services Assistant I	PROB	\$12.95	\$13.00

December 17, 2019

February 4, 2020

BOS Meeting

<u>Job Classifications</u>	<u>Unit</u>	<u>Previous Rate</u>	<u>New 2020 Rate</u>
continued:			
Legal Services Assistant II	PROB	\$14.28	\$14.33
Library Aide	GEN	\$12.24	\$13.00
Library Literacy Clerk	GEN	\$12.21	\$13.00
Library Literacy Program Assistant I	GEN	\$12.24	\$13.00
Library Literacy Program Assistant II	GEN	\$13.23	\$13.65
Office Assistant III	GEN	\$14.91	\$15.66
Mentoring Coordinator	GEN	\$12.54	\$13.00
Office Assistant I	PROB	\$12.24	\$13.00
Office Assistant II	PROB	\$12.82	\$13.65
Office Assistant III	PROB	\$13.50	\$15.05
Prevention Aide	GEN	\$12.24	\$13.00
Secretary	GEN	\$12.54	\$13.00
Site Manager	GEN	\$13.49	\$14.33

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 4th day of February, 2020 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

December 17, 2019
February 4, 2020
BOS Meeting

Exhibit A

Updated 01/01/2020

Minimum Wage Forecast

\$ 11.00 \$ 12.00 \$ 13.00 \$ 14.00 \$ 15.00

		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate		Proposed	Proposed	Proposed
Animal Shelter Attendant	GEN		\$12.83	\$13.00		
Assistant Cook	GEN	\$ 11.00	\$ 12.00	\$ 13.00		*
Auditor Accounting Tech	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Auditor Account Clerk I	GEN	\$ 13.95	\$ 14.23	\$ 14.23	*	
Auditor Account Clerk II	GEN	\$ 15.40	\$ 15.71	\$ 15.71	*	
Branch Library Assistant I	GEN	\$ 11.99	\$ 12.24	\$ 13.00		
Branch Library Assistant II	GEN	\$ 13.08	\$13.23	\$ 14.33		
Custodian	GEN	\$ 11.98	\$12.00	\$ 13.00		
BH Administrative Assist I	GEN	\$ 13.55	\$ 13.82	\$ 13.82	*	
BH Administrative Assist II	GEN	\$ 14.94	\$ 15.24	\$ 15.24		
Bldg & Grounds Maintenance Worker I	GEN	\$ 13.22	\$ 13.48	\$ 13.48	*	
Bldg & Grounds Maintenance Worker II	GEN	\$ 14.58	\$ 14.87	\$ 14.87	*	
Bldg & Grounds Maintenance Worker III	GEN	\$ 16.07	\$ 16.39	\$ 16.39	*	
Child Support Assistant	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Child Support Specialist I	GEN	\$ 13.55	\$ 13.82	\$ 13.82	*	
Child Support Specialist II	GEN	\$ 14.94	\$ 15.24	\$ 15.24	*	
Child Support Specialist III	GEN	\$ 16.47	\$ 16.80	\$ 16.80	*	
Deputy Clerk Recorder I	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Deputy Clerk Recorder II	GEN	\$ 14.22	\$ 14.50	\$ 14.50		
Community Care House Attendant I	GEN		\$12.83	\$13.00		
Community Care House Attendant II	GEN		\$12.57	\$13.65		
Driver I	GEN	\$ 13.22	\$ 13.48	\$ 13.48	*	
Driver II	GEN	\$ 13.89	\$ 14.17	\$ 14.17	*	
Driver III	GEN	\$ 14.58	\$ 14.87	\$ 14.87	*	
Election Services Assistant I	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Election Services Assistant II	GEN	\$ 14.23	\$ 14.51	\$ 14.51		
Engineering Aide	GEN	\$ 11.00	\$ 12.24	\$ 13.00		*
Eligibility Specialist I	GEN	\$ 14.38	\$ 14.67	\$ 14.67		*
Eligibility Specialist II	GEN	\$ 15.81	\$ 16.13	\$ 16.13		*
Eligibility Specialist III	GEN	\$ 17.64	\$ 17.99	\$ 17.99		*
Fiscal & Technical Services Assistant I	GEN	\$ 11.69	\$ 12.24	\$ 13.00		
Fiscal & Technical Services Assistant II	GEN	\$ 12.90	\$ 13.81	\$ 13.81		

Exhibit A

Updated 01/01/2020

Fiscal & Technical Services Assistant III	GEN	\$ 14.22	\$ 15.23	\$ 15.23		
Grant Compliance Assistant	GEN	\$ 14.22				*
Minimum Wage Forecast			\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate		Proposed	Proposed	Proposed
Head Cook	GEN	\$11.55	\$12.85	\$ 13.65		
Health Aide I	GEN	\$11.00	\$12.24	\$ 13.00		
Health Aide II	GEN	\$11.55	\$12.60	\$ 13.65		
Legal Services Assistant I	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Legal Services Assistant II	GEN	\$ 14.22	\$ 14.50	\$ 14.50		
Legal Services Assistant I	PROB	\$ 12.70	\$ 12.95	\$ 13.00		
Legal Services Assistant II	PROB	\$ 14.00	\$ 14.28	\$ 14.33		
Library Aide	GEN	\$11.00	\$12.24	\$ 13.00		
Library Literacy Clerk	GEN	\$11.00	\$12.24	\$ 13.00		
Library Literacy Program Assistant I	GEN	\$ 11.98	\$12.24	\$ 13.00		
Library Literacy Program Assistant II	GEN	\$ 13.22	\$13.23	\$ 13.65		
Library Technician	GEN	\$ 11.99	\$13.23	\$ 13.23		
Library Literacy Program Coordinator	GEN	\$ 14.94	\$ 15.24	\$ 15.24		
Mentoring Coordinator	GEN		\$12.54	\$13.00		
Museum Registrar	GEN	\$ 14.22	\$ 14.50	\$ 14.50		*
Office Assistant III	GEN		\$ 14.91	\$ 15.66		*
Office Assistant I	PROB	\$ 12.24	\$ 12.24	\$ 13.00		
Office Assistant II	PROB	\$ 12.85	\$ 12.85	\$ 13.65		
Office Assistant III	PROB	\$ 13.50	\$ 13.50	\$ 15.05		
Probation Assistant	PROB	\$ 14.70	\$ 14.99	\$ 14.99		*
Prevention Aid	GEN	\$ 12.21	\$ 12.24	\$ 13.00		
Property Tax Technician	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Property Tax Specialist I	GEN	\$ 13.95	\$ 14.23	\$ 14.23		
Property Tax Specialist II	GEN	\$ 15.40	\$ 15.71	\$ 15.71		
Public Works Maintenance Worker I	C&T	\$ 13.22	\$ 13.48	\$ 13.48	*	
Public Works Maintenance Worker II	C&T	\$ 14.58	\$ 14.87	\$ 14.87	*	
Public Works Maintenance Worker III			\$ 16.39	\$ 16.39		
Records Management Tech I	GEN	\$ 12.90	\$ 13.16	\$ 13.16		
Records Management Tech II	GEN	\$ 14.22	\$ 14.50	\$ 14.50		
Recording Secretary	GEN	\$ 14.94	\$ 15.24	\$ 15.24		
Secretary	GEN	\$ 12.29	\$ 12.54	\$ 13.00		
Site Manager	GEN	\$ 12.58	\$ 13.49	\$14.33		

Exhibit A

Updated 01/01/2020

Social Worker Aide	GEN	\$ 14.22	\$ 15.71	\$ 15.71		
Minimum Wage Forecast			\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate		Proposed	Proposed	Proposed
Treasurer Tax Specialist I	GEN	\$ 13.95	\$ 14.23	\$ 14.23		
Treasurer Tax Specialist II	GEN	\$ 15.40	\$ 15.71	\$ 15.71		
Treasurer Tax Technician	GEN	\$ 14.84	\$ 15.14	\$ 15.14		
Veterans Service Representative I	GEN	\$ 14.94	\$ 15.24	\$ 15.24		
Veterans Service Representative II	GEN	\$ 16.47	\$ 16.80	\$ 16.80		
Victim Witness Advocate	GEN	\$ 14.93	\$ 15.23	\$ 15.23		

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DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: January 24, 2020

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 4, 2020
**RE: APPROVE RESOLUTION ADOPTING THE JOB
CLASSIFICATION PLAN**

IT IS RECOMMENDED THAT THE BOARD:

Approve Resolution to approve the job classification wage ranges affected by the increase in minimum wage based on the Schedule for California Wage Rate 2017-2023.

BACKGROUND AND DISCUSSIONS

The job classification plan and pay schedule has been updated to reflect the new increases in minimum wages that was effective January 1, 2020.

As a CalPERS requirement under CCR 570.5, it is a requirement to ask the Board of Supervisors to approve the entire job classification plan based on any changes made to the pay scheduled or job descriptions. Exhibit B is the CalPERS Circular Letter No.: 200-050-12 outlining the California Code of Regulations (CCR) Section 570.5. Specifically, this Circular Letter addresses the publicly available pay schedule requirements as well as the other requirements.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: New Job Classification Plan & Pay Schedule

Exhibit B: CalPERS Circular Letter No.: 200-050-12 including CCR 570.5

RESOLUTION NO. 2019- _____

RESOLUTION TO ADOPT PLUMAS COUNTY JOB CLASSIFICATION PLAN

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan and Pay Schedules covering all positions in Plumas County; and

WHEREAS, during the Fiscal Year 2019/2020 needs may arise to amend the Job Classification Plan; and

WHEREAS, this is necessary in the daily operational needs of the Plumas County and according to CCR 570.5; and

WHEREAS, this request is due to the recent updated affected by Schedule for California Minimum Wage Rate for 2017 - 2023; and

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

Approve the Job Classification Plan including the updated Pay Schedules for Plumas County.

The foregoing Resolution is 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 4th day of February 2020 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Exhibit A

Need
Job Plan
EXHIBIT A

Descriptions

County of Plumas Salary Schedule for Fiscal Year 2019-2020

Effective as of 12/10/2019 per Board of Supervisors Resolution No. 2019-8452

Revised as of 01/01/2020 and adopted by the Board as of 02/04/2020 per Resolution No.

A | B | C | D | E | F | G | H | I | J | L | M | N | O | P | Q | R | S | T | U | V | W |

Classifications	Range	Unit	Monthly Salary
4-H Representative (PDF)	1714	GEN	\$2,970-\$3,614
(Return to top)			

A

Classifications	Range	Unit	Monthly Salary
Accountant (PDF)	1891	CONF	\$3,277-\$3,988
Accountant I (PDF)	1803	GEN	\$3,125-\$3,802
Accountant Auditor I (PDF)	2138	CONF	\$3,705-\$4,506
Accountant Auditor II (PDF)	2358	CONF	\$4,083-\$4,966
Accounting Technician (PDF)	1722	GEN	\$2,964-\$3,631
Administrative Assistant I (PDF)	1382	GEN	\$2,495-\$2,917
Administrative Assistant I-Probation (PDF)	1360	PROB	\$2,357-\$2,886
Administrative Assistant II (PDF)	1524	GEN	\$2,641-\$3,217
Administrative Assistant II-Probation (PDF)	1499	PROB	\$2,598-\$3,159
Agricultural and Standards Inspector I (PDF)	1907	GEN	\$3,305-\$4,023
Agricultural and Standards Inspector II (PDF)	2102	GEN	\$3,643-\$4,432
Agricultural and Standards Inspector III (PDF)	2318	GEN	\$4,017-\$4,886
Agricultural and Standards Technician (PDF)	1561	GEN	\$2,705-\$3,293
Agricultural Commissioner - Sealer of Weights and Measures (PDF)	FLA1	DEPT H	\$6,200-\$7,300
Alcohol and Drug Administrator (PDF)	FLAT	DEPT H	\$6,250-\$7,500
Alcohol and Drug Prevention Coordinator (PDF)	1816	GEN	\$3,147-\$3,830

[Select Language](#) ▼

Alcohol and Drug Program Chief (PDF)	2958	MID MG	\$5,127-\$6,236
Alcohol and Drug Programs Clinician - Supervisor (PDF)	2958	MID MG	\$5,127-\$6,236
Alcohol and Drug Therapist I *	2208	GEN	\$3,827-\$4,654
Alcohol and Drug Therapist II *	2434	GEN	\$4,218-\$5,130
Alternative Sentencing Coordinator (PDF)	1900	GEN	\$3,293-\$4,004
Alternative Sentencing Manager (PDF)	2552	MID MG	\$4,423-\$5,378
Animal Control Officer I (PDF)	1417	GEN	\$2,456-\$2,990
Animal Control Officer II (PDF)	1561	GEN	\$2,705-\$3,293
Animal Control Supervisor (PDF)	1772	MID MG	\$3,071-\$3,737
Animal Shelter Attendant (PDF)	1300	GEN	\$2,253-\$2,742
Appraiser Assistant (PDF)	1722	GEN	\$2,964-\$3,631
Appraiser I (PDF)	1816	GEN	\$3,147-\$3,830
Appraiser II (PDF)	2003	GEN	\$3,471-\$4,225
Appraiser III (PDF)	2208	GEN	\$3,827-\$4,654
Assessor	FLAT	ELECT	\$6,232
Assessor's Office Manager (PDF)	2102	MID MG	\$3,643-\$4,432
Assistant Auditor - Controller (PDF)	2725	CONF	\$4,723-\$5,746
Assistant Building Official (PDF)	2958	MID MG	\$5,127-\$6,236
Assistant Civil Engineer (PDF)	2318	GEN	\$4,017-\$4,886
Assistant Cook (PDF)	1300	GEN	\$2,253-\$2,742
Assistant County Assessor (PDF)	2683	MID MG	\$4,650-\$5,655
Assistant County Clerk - Recorder (PDF)	2376	MID MG	\$4,116-\$5,007
Assistant County Counsel (PDF)	FLAT	CONTRACT	\$7,574
Assistant Director of Child Support Services (PDF)	2318	MID MG	\$4,017-\$4,886
Assistant Director of Emergency Services (PDF)	2273	SMJ	\$3,939-\$4,792
Assistant Director of Public Health (PDF)	3775	MID MG	\$6,543-\$7,957
Assistant Director of Public Works (PDF)	3105	MID MG	\$5,382-\$6,546
Assistant District Attorney (PDF)	4450	MID MG	\$7,713-\$9,379
Assistant Museum Director (PDF)	1600	GEN	\$2,773-\$3,373
Assistant Planner (PDF)	1907	GEN	\$3,305-\$4,023
Assistant Planning Director (PDF)	2958	MID MG	\$5,127-\$6,236
Assistant Program Manager (PDF)	1487	SDU	\$2,577-\$3,139
Assistant Risk Manager/Occupational Safety & Health Specialist (PDF)	2550	CONF	\$4,420-\$5,375
Assistant Treasurer - Tax Collector (PDF)	2683	MID MG	\$4,650-\$5,655
Associate Engineer (PDF)	2555	GEN	\$4,428-\$5,385
Associate Engineer / Assistant Transportation Planner (PDF)	2555	GEN	\$4,428-\$5,385
Associate Planner (PDF)	2318	GEN	\$4,017-\$4,886
Auditor Accounting Technician (PDF)	1316	GEN	\$2,281-\$2,776
Auditor Accounting Clerk I (PDF)	1423	GEN	\$2,466-\$3,002

[Select Language](#) ▼

Auditor Accounting Clerk II (PDF)	1571	GFN	\$2,723-\$3,312
Auditor - Appraiser I (PDF)	1722	GFN	\$2,984-\$3,631
Auditor - Appraiser II (PDF)	1862	GEN	\$3,227-\$3,926
Auditor - Appraiser III (PDF)	2053	GFN	\$3,558-\$4,328
Auditor - Controller	FLA1	FL/ECT	\$6,434

* For job description, please contact the [Human Resources Department](#).

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B

Classifications	Range	Unit	Monthly Salary
Behavioral Health Administrative Assistant III (PDF)	1382/1524	GEN	\$2,395-\$2,917 \$2,641-\$3,217
Behavioral Health Administrative Services Officer (PDF)	3329	MID-MG	\$5,770-\$7,016
Behavioral Health Alcohol & Other Drugs Program Administrator (PDF)	3641	MID-MG	\$6,311-\$7,675
Behavioral Health Case Management Specialist I (PDF)	2029	GEN	\$3,516-\$4,277
Behavioral Health Case Management Specialist II (PDF)	2237	GEN	\$3,877-\$4,716
Behavioral Health Case Management Specialist-Senior (PDF)	2445	GEN	\$4,238-\$5,154
Behavioral Health Clinical Records Specialist (PDF)	1789	GEN	\$3,066-\$3,730
Behavioral Health Continuing Care Coordinator (PDF)	3329	MID-MG	\$5,770-\$7,016
Behavioral Health Director (PDF)	FLA7	DEPT H	\$8,833-\$11,250
Behavioral Health Deputy Director (PDF)	FLA7	CONTRACT	\$7,800
Behavioral Health Quality Assurance Coordinator (PDF)	2705	GEN	\$4,688-\$5,704
Behavioral Health Quality Improvement/Compliance Manager (PDF)	3641	MID-MG	\$6,311-\$7,675
Behavioral Health Site Coordinator (PDF)	1878	GEN	\$3,255-\$3,958
Behavioral Health Supervisor Site Coordinator (PDF)	2318	GEN	\$4,017-\$4,886
Behavioral Health Support Services Coordinator (PDF)	1680	GEN	\$2,912-\$3,542
Behavioral Health Support Services Tech I/II (PDF)	1487/1592	GEN	\$2,577-\$3,139 \$2,759-\$3,357
Behavioral Health Systems Analyst (PDF)	2601	GEN	\$4,508-\$5,484
Behavioral Health Therapist I (PDF)	2530	GEN	\$4,385-\$5,333
Behavioral Health Therapist II (PDF)	2788	GEN	\$4,832-\$5,877
Behavioral Health Therapist-Senior (PDF)	3079	GEN	\$5,336-\$6,489
Behavioral Health Unit Supervisor (PDF)	3329	MID-MG	\$5,770-\$7,016
Behavioral Health Unit Supervisor-Nursing (PDF)	3329	MID-MG	\$5,770-\$7,016
Benefit Assistance Counselor I (PDF)	1381	GEN	\$2,393-\$2,915

Select Language ▼

Benefit Assistance Counselor II (PDF)	1523	GEN	\$2,639-\$3,211
Benefit Assistance Counselor III (PDF)	1679	GEN	\$2,910-\$3,541
Benefit Assistance Supervisor (PDF)	1907	GEN	\$3,305-\$4,023
Board of Supervisors	FLAT	ELECT	\$4,351
Branch Library Assistant I (PDF)	1300	GEN	\$2,253-\$2,742
Branch Library Assistant II (PDF)	1433	GEN	\$2,483-\$3,024
Building Director	FLAT	DEPT H	\$7,500
Building and Grounds Maintenance Supervisor I (PDF)	1721	MID MG	\$2,983-\$3,629
Building and Grounds Maintenance Supervisor II (PDF)	1863	MID MG	\$3,229-\$3,927
Building and Grounds Maintenance Technician (PDF)	1772	GEN	\$3,071-\$3,737
Building and Grounds Maintenance Worker I (PDF)	1348	GEN	\$2,336-\$2,844
Building and Grounds Maintenance Worker II (PDF)	1487	GEN	\$2,577-\$3,139
Building and Grounds Maintenance Worker III (PDF)	1639	GEN	\$2,840-\$3,456
Building Inspector I (PDF)	1907	GEN	\$3,305-\$4,023
Building Inspector II (PDF)	2102	GEN	\$3,643-\$4,432
Building Plancheck Inspector (PDF)	2433	GEN	\$4,217-\$5,128
Building Official (PDF)	3280	MID MG	\$5,650-\$6,870
Building Plans Examiner I (PDF)	2318	GEN	\$4,017-\$4,886
Building Plans Examiner II (PDF)	2555	GEN	\$4,428-\$5,385

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C

Classifications	Range	Unit	Monthly Salary
Cadastral Drafting Specialist (PDF)	2208	GEN	\$3,827-\$4,654
Chief Appraiser (PDF)	2555	MID MG	\$4,428-\$5,385
Chief Code Enforcement Officer (PDF)	2845	MID MG	\$4,931-\$5,997
Chief Deputy Auditor	2599	CONF	\$4,504-\$5,479
Chief Deputy Public Guardian - Conservator (PDF)	2445	MID MG	\$4,238-\$5,154
Chief Probation Officer (PDF)	FLAT	DEPT H	\$7,352-\$8,744
Child Support Accounting Specialist (PDF)	1907	GEN	\$3,305-\$4,023
Child Support Assistant (PDF)	1316	GEN	\$2,281-\$2,776
Child Support Specialist I (PDF)	1382	GEN	\$2,395-\$2,917
Child Support Specialist II (PDF)	1524	GEN	\$2,641-\$3,217
Child Support Specialist III (PDF)	1680	GEN	\$2,912-\$3,542
Clerk of the Board	FLAT	CONTR	\$4,583
Code Enforcement Officer (PDF)	2456	GEN	\$4,257-\$5,177
Collections Officer I (PDF)	1907	GEN	\$3,305-\$4,023
Collections Officer II (PDF)	2102	GEN	\$3,643-\$4,432
Communications Supervisor (PDF)	2189	SMU	\$3,794-\$4,614
Community Care Case Manager (PDF)	1764	MID MG	\$3,067-\$3,721
Community Care House Attendant I (PDF)	1300	GEN	\$2,253-\$2,742

Select Language ▼

Community Care House Attendant II (PDF)	1365	GEN	\$2,366-\$2,880
Community Care House Manager (PDF)	1682	MID MG	\$2,915-\$3,548
Community Outreach Coordinator (PDF)	1816	GEN	\$3,147-\$3,830
Continuing Care Coordinator (PDF)	2816	MID MG	\$4,881-\$5,936
Correctional Sergeant I (PDF)	2176	SDU	\$3,770-\$4,584
Correctional Officer I (PDF)	1780	SDU	\$3,085-\$3,754
Correctional Officer II (PDF)	1961	SDU	\$3,399-\$4,135
County Administrator (PDF)	FLAT	DEPT H	\$7,500-\$10,000
County Clerk - Recorder **	FLAT	ELECT	\$6,232
County Counsel (PDF)	FLAT	DEPT H	\$10,000-\$14,000
County Fair Office Supervisor (PDF)	1680	GEN	\$2,912-\$3,542
County Fair Manager (PDF)	FLAT	DEPT H	\$5,443
County Fair Promotion Coordinator (PDF)	1680	GEN	\$2,912-\$3,542
County Librarian (PDF)	FLAT	DEPT H	\$5,408
Crime Analyst (PDF)	1674	SDU	\$2,901-\$3,529
Custodian (PDF)	1300	GEN	\$2,253-\$2,742

** Salary is without stipend.

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D

Classifications	Range	Unit	Monthly Salary
Department Fiscal Officer I (PDF)	2102	MID MG	\$3,643-\$4,432
Department Fiscal Officer I-Probation (PDF)	2071	PROB MID-MG	\$3,589-\$4,366
Department Fiscal Officer II (PDF)	2318	MID MG	\$4,017-\$4,886
Department Fiscal Officer II-Probation (PDF)	2282	PROB MID-MG	\$3,955-\$4,811
Deputy Child Support Attorney I (PDF)	2616	GEN	\$4,534-\$5,515
Deputy Child Support Attorney II (PDF)	2887	GEN	\$5,004-\$6,087
Deputy Clerk - Recorder I (PDF)	1316	GEN	\$2,281-\$2,776
Deputy Clerk - Recorder II (PDF)	1450	GEN	\$2,513-\$3,057
Deputy County Counsel I (PDF)	3134	CONF	\$5,432-\$6,605
Deputy County Counsel II (PDF)	3293	CONF	\$5,707-\$6,940
Deputy County Counsel III (PDF)	3613	CONF	\$6,609-\$8,037
Deputy Director of Public Works (PDF)	2816	MID MG	\$4,881-\$5,936
Deputy Director / Social Services Program Manager (PDF)	3402	MID MG	\$5,896-\$7,170
Deputy District Attorney I (PDF)	3161	GEN	\$5,479-\$6,664
Deputy District Attorney II (PDF)	3319	GEN	\$5,752-\$6,995
Deputy District Attorney III (PDF)	3843	GEN	\$6,661-\$8,099
Deputy Probation Officer I (PDF)	1780	PROB	\$3,085-\$3,754
Deputy Probation Officer II (PDF)	1926	PROB	\$3,331-\$4,053

Deputy Probation Officer #I (PDF)	2123	PROB	\$3,679-\$4,477
Deputy Public Guardian - Conservator I (PDF)	1316	GEN	\$2,281-\$2,776
Deputy Public Guardian - Conservator II (PDF)	1450	GEN	\$2,513-\$3,067
Deputy Sheriff I (PDF)	2018	SDU	\$3,497-\$4,253
Deputy Sheriff II (PDF)	2223	SDU	\$3,853-\$4,586
Deputy Sheriff II (Intermediate)	2290	SDU	\$3,969-\$4,829
Deputy Sheriff II (Advanced)	2340	SDU	\$4,056-\$4,931
Deputy Sheriff II/Communications Equipment Coordinator (PDF)	2757	SDU	\$4,778-\$5,810
Detention Coordinator (PDF)	1881	PROB	\$3,260-\$3,965
Director of Building Services (PDF)	FLAT	DEPT H	\$7,501
Director of Child Support Services (PDF)	FLAT	DEPT H	\$5,976
Director of Facility Services (PDF)	FLAT	DEPT H	\$6,832
Director of Information Technology (PDF)	2923	DEPT H	\$5,066-\$6,163
Director of Nursing-Public Health (PDF)	3954	MID MG	\$6,853-\$8,332
Director of Public Health (PDF)	FLAT	DEPT H	\$8,904
Director of Public Works ** (PDF)	FLAT	DEPT H	\$9,041
Director of Senior Services (PDF)	2135	MID MG	\$3,735-\$4,543
District Attorney	FLAT	ELECT	\$8,394
District Attorney Administrator - Assistant Public Administrator (PDF)	2102	GEN	\$3,643-\$4,432
District Attorney Investigator (PDF)	2264	GEN	\$3,924-\$4,773
District Attorney Investigative Assistant (PDF)	1958	GEN	\$3,393-\$4,127
District Attorney Investigations Specialist (PDF)	2444	GEN	\$4,236-\$5,153
Division Director of Environmental Health (PDF)	3423	MID MG	\$5,933-\$7,215
Division Director Veterans Services Officer (PDF)	2318	MID MG	\$4,017-\$4,886
Drinking Driver Program Coordinator (PDF)	1816	GEN	\$3,147-\$3,830
Driver I (PDF)	1348	GEN	\$2,336-\$2,844
Driver II (PDF)	1417	GEN	\$2,456-\$2,990
Driver III (PDF)	1487	GEN	\$2,577-\$3,139

** Salary is without stipend.

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E

Classifications	Range	Unit	Monthly Salary
Elections Coordinator (PDF)	1763	GEN	\$3,055-\$3,719
Elections Services Assistant I (PDF)	1316	GEN	\$2,281-\$2,776
Elections Services Assistant II (PDF)	1451	GEN	\$2,515-\$3,062
Elections Specialist (PDF)	1600	GEN	\$2,773-\$3,373
Eligibility Specialist I (PDF)	1467	GEN	\$2,542-\$3,094
Eligibility Specialist II (PDF)	1613	GEN	\$2,795-\$3,400

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Eligibility Specialist III (PDF)	1799	GEN	\$3,119-\$3,794
Eligibility Supervisor (PDF)	2102	MID MG	\$3,643-\$4,432
Emergency Management and Environmental Health Director	3200	DEPT H	\$5,546-\$8,612
Emergency Services Director ***	2498	DEPT H	Part Time
Employment and Training Supervisor (PDF)	2611	MID MG	\$4,525-\$5,505
Employment and Training Worker I (PDF)	1758	GEN	\$3,047-\$3,705
Employment and Training Worker II (PDF)	1937	GEN	\$3,357-\$4,083
Employment and Training Worker III (PDF)	2135	GEN	\$3,700-\$4,501
Engineering Aide (PDF)	1300	GEN	\$2,253-\$2,742
Engineering Technician I (PDF)	1765	GEN	\$3,059-\$3,723
Engineering Technician II (PDF)	1907	GEN	\$3,305-\$4,023
Environmental Health Aide (PDF)	1680	GEN	\$2,912-\$3,542
Environmental Health Director (PDF)	3269	Dept H	\$5,666-\$8,800
Environmental Health Specialist I (PDF)	2361	GEN	\$4,092-\$4,978
Environmental Health Specialist II (PDF)	2605	GEN	\$4,515-\$5,491
Environmental Health Specialist III (PDF)	2866	GEN	\$4,967-\$6,042
Environmental Health Technician I (PDF)	1690	GEN	\$2,912-\$3,542
Environmental Health Technician II (PDF)	1816	GEN	\$3,147-\$3,830
Equipment Maintenance Supervisor (PDF)	2318	MID MG	\$4,017-\$4,886
Equipment Service Worker (PDF)	1450	C and T	\$2,513-\$3,058
Executive Assistant (PDF)	1739	CONF	\$3,014-\$3,666
Executive Assistant - Planning (PDF)	1600	GEN	\$2,773-\$3,373

*** Position is part time.

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F

Classifications	Range	Unit	Monthly Salary
Fair Fiscal Coordinator I (PDF)	2102	GEN	\$3,643-\$4,432
Fair Fiscal Coordinator II (PDF)	2318	GEN	\$4,017-\$4,886
Family Violence Officer (PDF)	1817	GEN	\$3,149-\$3,832
Field Services Assistant (PDF)	1524	GEN	\$2,641-\$3,217
Fiscal Support Coordinator (PDF)	1841	MID MG	\$3,191-\$3,882
Fiscal Support Coordinator	1781	CONF	\$3,087-\$3,757
Fiscal and Technical Services Assistant I (PDF)	1300	GEN	\$2,253-\$2,742
Fiscal and Technical Services Assistant II (PDF)	1381	GEN	\$2,383-\$2,915
Fiscal and Technical Services Assistant III (PDF)	1523	GEN	\$2,639-\$3,211

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G

Classifications	Range	Unit	Monthly Salary
Select Language ▼			

Geographic Information System Planner I (PDF)	2155	GEN	\$3,735-\$4,543
Geographic Information System Planner II (PDF)	2318	GEN	\$4,017-\$4,886
Geographic Information System Coordinator (PDF)	2683	MID MG	\$4,650-\$5,655
Grant Compliance Assistant (PDF)	1450	GEN	\$2,513-\$3,057
Grant Compliance Officer (PDF)	1816	MID MG	\$3,147-\$3,830
Green Waste Attendant (PDF)	1348	GEN	\$2,336-\$2,844

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H

Classifications	Range	Unit	Monthly Salary
Hazardous Materials Specialist I (PDF)	2361	GEN	\$4,092-\$4,978
Hazardous Materials Specialist II (PDF)	2605	GEN	\$4,515-\$5,491
Hazardous Materials Specialist III (PDF)	2866	GEN	\$4,967-\$6,042
Head Cook (PDF)	1365	GEN	\$2,366-\$2,880
Health Aide I (PDF)	1300	GEN	\$2,253-\$2,742
Health Aide II (PDF)	1365	GEN	\$2,366-\$2,880
Health Education Coordinator I (PDF)	2318	GEN	\$4,017-\$4,886
Health Education Coordinator II (PDF)	2555	MID MG	\$4,428-\$5,385
Health Education Specialist (PDF)	2102	GEN	\$3,643-\$4,432
HIV Specialty Clinic Therapist (PDF)	2434	GEN	\$4,218-\$5,130
Human Resources Analyst I (PDF)	2137	CONF	\$3,704-\$4,504
Human Resources Analyst II (PDF)	2356	CONF	\$4,083-\$4,966
Human Resources Director (PDF)	FLAT	DEPT H	\$6,048-\$7,754
Human Resources Payroll Specialist I (PDF)	2062	CONF	\$3,574-\$4,348
Human Resources Payroll Specialist III (PDF)	2274	CONF	\$3,941-\$4,794
Human Resources Technician I (PDF)	1856	CONF	\$2,870-\$3,490
Human Resources Technician II (PDF)	1826	CONF	\$3,165-\$3,849
Human Resources Technician III (PDF)	1937	CONF	\$3,357-\$4,063

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I

Classifications	Range	Unit	Monthly Salary
Information Systems Technician (PDF)	2170	GEN	\$3,761-\$4,674

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J

Classifications	Range	Unit	Monthly Salary
Jail Commander (PDF)	3134	SMU	\$5,432-\$6,605
Junior Engineer (PDF)	2102	GEN	\$3,643-\$4,432

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L

Classifications	Range	Unit	Monthly Salary
Law Librarian (PDF)	1449	GEN	\$2,511-\$3,055
Lead Community Care House Attendant (PDF)	1452	GEN	\$2,516-\$3,064
Lead Deputy Clerk - Recorder (PDF)	1526	GEN	\$2,645-\$3,220
Lead Fiscal and Technical Services Assistant (PDF)	1579	CONF	\$2,736-\$3,329
Lead Power Equipment Mechanic (PDF)	2004	C and T	\$3,474-\$4,228
Lead Residential Care Facility Attendant-Sierra House (PDF)	1873	GEN	\$3,246-\$3,950
Legal Secretary - Trainee (PDF)	1689	GEN	\$2,927-\$3,562
Legal Secretary (PDF)	1863	GEN	\$3,229-\$3,927
Legal Secretary - Senior (PDF)	1976	GEN	\$3,425-\$4,185
Legal Services Assistant I (PDF)	1316	GEN	\$2,281-\$2,776
Legal Services Assistant I-Probation (PDF)	1300	PROB	\$2,253-\$2,742
Legal Services Assistant II (PDF)	1450	GEN	\$2,513-\$3,057
Legal Services Assistant II-Probation (PDF)	1433	PROB	\$2,483-\$3,024
Librarian (PDF)	2091	GEN	\$3,624-\$4,409
Library Aide (PDF)	1300	GEN	\$2,253-\$2,742
Library Literacy Clerk (PDF)	1300	GEN	\$2,253-\$2,742
Library Literacy Program Assistant I (PDF)	1300	GEN	\$2,253-\$2,742
Library Literacy Program Assistant II (PDF)	1365	GEN	\$2,366-\$2,880
Library Literacy Program Coordinator (PDF)	1524	MID MG	\$2,641-\$3,217
Library Technician (PDF)	1349	GEN	\$2,338-\$2,846
Licensed Vocational Nurse I-Behavioral Health (PDF)	2009	GEN	\$3,482-\$4,236
Licensed Vocational Nurse II-Behavioral Health (PDF)	2109	GEN	\$3,655-\$4,447
Licensed Vocational Nurse I - Public Health (PDF)	2009	GEN	\$3,482-\$4,236
Licensed Vocational Nurse II-Public Health (PDF)	2109	GEN	\$3,655-\$4,447

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M

Classifications	Range	Unit	Monthly Salary
Management Analyst I	2137	CONF	\$3,704-\$4,504
Management Analyst II	2356	CONF	\$4,083-\$4,966
Management Analyst I (PDF)	2102	GEN	\$3,643-\$4,432
Management Analyst II (PDF)	2330	GEN	\$4,052-\$4,927
Management Analyst I - Probation (PDF)	2102	PROB	\$3,643-\$4,432
Management Analyst II - Probation (PDF)	2338	PROB	\$4,052-\$4,927
Mechanic/Shop Technician (PDF)	1816	C and T	\$3,149-\$3,831
Mental Health Children's Services Coordinator (PDF)	2889	MID MG	\$5,007-\$6,090
Mental Health Deputy Director (PDF)	3561	MID MG	\$6,155-\$7,484
Mental Health Director	FLAT	DEPT H	\$7,129
Mental Health Program Chief (PDF)	2958	MID MG	\$5,127-\$6,236
Mental Health Services Act Coordinator (PDF)	2889	MID MG	\$5,007-\$6,090

Mentoring Coordinator (PDF)	1300	GEN	\$2,253-\$2,742
Museum Director (PDF)	2018	DEPT H	\$3,497-\$4,253
Museum Registrar (PDF)	1450	GEN	\$2,513-\$3,057
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N

Classifications	Range	Unit	Monthly Salary
Natural Resource Analyst (PDF)	2053	GEN	\$3,558-\$4,328
Nurse Practitioner (PDF)	4624	GEN	\$8,014-\$9,744
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O

Classifications	Range	Unit	Monthly Salary
Office Assistant I (PDF)	1353	GEN	\$2,345-\$2,854
Office Assistant I-Probation (PDF)	1300	PROB	\$2,253-\$2,742
Office Assistant II (PDF)	1420	GEN	\$2,461-\$2,995
Office Assistant II-Probation (PDF)	1366	PROB	\$2,366-\$2,880
Office Assistant III (PDF)	1566	GEN	\$2,714-\$3,303
Office Assistant III-Probation (PDF)	1506	PROB	\$2,608-\$3,177
Office Automation Analyst (PDF)	2207	GEN	\$3,825-\$4,852
Office Automation Specialist (PDF)	1817	GEN	\$3,149-\$3,832
Office Supervisor (PDF)	1873	MID MG	\$3,246-\$3,950
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P

Classifications	Range	Unit	Monthly Salary
Paralegal I (PDF)	1656	CONF	\$2,870-\$3,490
Paralegal I	1600	GEN	\$2,773-\$3,373
Paralegal II (PDF)	1826	CONF	\$3,166-\$3,849
Paralegal II	1764	GEN	\$3,057-\$3,721
Paralegal III	1907	GEN	\$3,305-\$4,023
Paralegal III (PDF)	2015	CONF	\$3,492-\$4,248
Payroll Specialist I (PDF)	2062	CONF	\$3,574-\$4,348
Payroll Specialist II (PDF)	2274	CONF	\$3,941-\$4,794
Perinatal Specialist (PDF)	2434	MID MG	\$4,218-\$5,130
Permit Manager (PDF)	2102	MID MG	\$3,643-\$4,432
Permit Technician (PDF)	1639	GEN	\$2,840-\$3,456
Physician Assistant (PDF)	4624	GEN	\$8,014-\$9,744
Planning Director (PDF)	4327-1543	DEPT H	\$7,500-\$9,576
Planning Technician (PDF)	1772	GEN	\$3,071-\$3,737
Power Equipment Mechanic I (PDF)	1680	C and T	\$2,912-\$3,543

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Power Equipment Mechanic II (PDF)	1816	C and T	\$3,148-\$3,831
Prevention Aide (PDF)	1300	GEN	\$2,253-\$2,742
Principal Staff Services Analyst (PDF)	2494	MID MG	\$4,322-\$5,257
Probation Assistant (PDF)	1499	PROB	\$2,598-\$3,159
Probation Program Coordinator - Administrative Assistant (PDF)	1870	PROB	\$3,241-\$3,845
Probation Report Writer (PDF)	1787	PROB	\$3,097-\$3,768
Program Chief - Nursing (PDF)	2958	MID MG	\$5,127-\$6,236
Program Manager I (PDF)	3079	MID MG	\$5,336-\$6,489
Program Manager II (PDF)	3233	MID MG	\$5,803-\$6,815
Program Training and Compliance Analyst (PDF)	1907	GEN	\$3,305-\$4,023
Programmer Analyst (PDF)	2208	GEN	\$3,827-\$4,654
Project Manager (PDF)	2683	GEN	\$4,650-\$5,655
Property Tax Technician (PDF)	1316	GEN	\$2,281-\$2,776
Property Tax Specialist I (PDF)	1423	GEN	\$2,486-\$3,002
Property Tax Specialist II (PDF)	1571	GEN	\$2,723-\$3,312
Psychiatric Medical Director (PDF)	FLAT	CONTRACT	
Psychiatric Nurse I - Behavioral Health (PDF)	2601	GEN	\$4,508-\$5,484
Psychiatric Nurse II - Behavioral Health (PDF)	2913	GEN	\$5,049-\$6,139
Psychiatric Technician (PDF)	1816	GEN	\$3,147-\$3,830
Public Health Administrative Services Officer (PDF)	3329	MID MG	\$5,770-\$7,016
Public Health Nurse I (PDF)	2601	GEN	\$4,508-\$5,484
Public Health Nurse II (PDF)	2913	GEN	\$5,049-\$6,139
Public Health Nurse III (PDF)	3225	GEN	\$5,590-\$6,798
Public Health Program Division Chief (PDF)	2815	MID MG	\$4,879-\$5,933
Public Works Fiscal Officer/Administrative Service Manager (PDF)	2668	MID MG	\$4,624-\$5,626
Public Works Maintenance Lead Worker (PDF)	1764	C and T	\$3,058-\$3,721
Public Works Maintenance Supervisor (PDF)	2004	MID MG	\$3,474-\$4,228
Public Works Maintenance Worker I (PDF)	1348	C and T	\$2,337-\$2,844
Public Works Maintenance Worker II (PDF)	1487	C and T	\$2,577-\$3,139
Public Works Maintenance Worker III (PDF)	1639	C and T	\$2,841-\$3,456
Public Works Senior Environmental Planner (PDF)	2555	GEN	\$4,428-\$5,385

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Q

Classifications	Range	Unit	Monthly Salary
Quality Assurance Coordinator (PDF)	2434	GEN	\$4,218-\$5,130

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R

Classifications	Range	Unit	Monthly Salary
Select Language ▼			

Records Management Coordinator (PDF)	1817	MID MG	\$3,149-\$3,832
Records Management Technician I (PDF)	1316	GEN	\$2,281-\$2,776
Records Management Technician II (PDF)	1450	GEN	\$2,513-\$3,057
Recording Secretary (PDF)	1524	GEN	\$2,641-\$3,217
Registered Dental Assistant I - Public Health (PDF)	2009	GEN	\$3,482-\$4,236
Registered Dental Assistant II - Public Health (PDF)	2109	GEN	\$3,655-\$4,447
Registered Nurse I - Behavioral Health (PDF)	2601	GEN	\$4,508-\$5,484
Registered Nurse II - Behavioral Health (PDF)	2913	GEN	\$5,049-\$6,139
Registered Nurse I-Public Health (PDF)	2601	GEN	\$4,508-\$5,404
Registered Nurse II-Public Health (PDF)	2913	GEN	\$5,049-\$6,139
Residential Care Facility Attendant (PDF)	1665	GEN	\$2,886-\$3,511
Risk Manager / Occupational Safety and Health Specialist (PDF)	FLAT	ELECT	\$5,349

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S

Classifications	Range	Unit	Monthly Salary
Secretary (PDF)	1300	GEN	\$2,253-\$2,742
Senior Building Inspector (PDF)	2318	GEN	\$4,017-\$4,886
Senior Building Plancheck / Inspector (PDF)	2675	GEN	\$4,636-\$5,638
Senior District Attorney Investigator (PDF)	2493	GEN	\$4,321-\$5,255
Senior Engineering Technician (PDF)	2102	GEN	\$3,643-\$4,432
Senior Environmental Health Specialist (PDF)	2494	GEN	\$4,322-\$5,267
Senior Permit Technician (PDF)	1843	GEN	\$3,104-\$3,886
Senior Planner (PDF)	2555	GEN	\$4,428-\$5,385
Senior Services Office Supervisor (PDF)	1680	GEN	\$2,912-\$3,542
Senior Social Worker (PDF)	A: 2549 B: 2789	GEN	A: \$4,418-\$5,373 B: \$4,834-\$5,879
Sheriff Administrative Sergeant (PDF)	2914	SMU	\$5,050-\$6,141
Sheriff Deputy/Training/Policy Advisor (PDF)	3210	SMU	\$5,564-\$6,765
Sheriff Dispatcher I (PDF)	1780	SDU	\$3,085-\$3,754
Sheriff Dispatcher II (PDF)	1901	SDU	\$3,295-\$4,009
Sheriff Fiscal Officer I (PDF)	2241	SMU	\$3,884-\$4,725
Sheriff Fiscal Officer II (PDF)	2646	SMU	\$4,586-\$5,856
Sheriff Grant Compliance Officer	1937	SDU	\$3,357-\$4,083
Sheriff Investigator (PDF)	2391	SDU	\$4,144-\$5,040
Sheriff Investigator (Advanced)	2516	SDU	\$4,361-\$5,304
Sheriff Investigator / Cannabis Code Compliance (PDF)	2695	SDU	\$4,671-\$5,681
Sheriff Investigator (Intermediate)	2463	SDU	\$4,269-\$5,193
Sheriff Investigator Sergeant (PDF)	2914	SDU	\$5,050-\$6,141-

Select Language ▼

Sheriff Investigator Sergeant / Code Compliance Supervisor (PDF)	3134	SMU	\$5,432-\$6,606
Sheriff Office Manager (PDF)	1757	SMU	\$3,045-\$3,704
Sheriff Patrol Commander (PDF)	3134	SMU	\$5,432-\$6,606
Sheriff Sergeant (PDF)	2511	SDU	\$4,352-\$5,293
Sheriff Sergeant (Advanced)	2708	SDU	\$4,693-\$5,709
Sheriff Sergeant (Intermediate)	2649	SDU	\$4,591-\$5,586
Sheriff Services Assistant I (PDF)	1607	SDU	\$2,785-\$3,390
Sheriff Services Assistant II (PDF)	1771	SDU	\$3,069-\$3,733
Sheriff - Coroner	FLAT	ELECT	\$7,934
Sheriff's Special Operations Sergeant (PDF)	2914	SMU	\$5,050-\$6,141
Sierra House Residential Care Facility Supervisor (PDF)	2040	MID-MG	\$3,536-\$4,302
Site Manager (PDF)	1433	GEN	\$2,483-\$3,024
Social Service Director-Public Guardian-Public Conservator ** (PDF)	3448	DEPT H	\$6,976-\$8,904
Social Services Aide (PDF)	1571	GEN	\$2,723-\$3,312
Social Services Supervisor I (PDF)	2668	MID MG	\$4,624-\$6,626
Social Services Supervisor II (PDF)	3079	MID MG	\$5,336-\$6,489
Social Worker I (PDF)	2029	GEN	\$3,516-\$4,277
Social Worker II (PDF)	2237	GEN	\$3,877-\$4,716
Social Worker III (PDF)	2445	GEN	\$4,238-\$5,154
Solid Waste Program Manager (PDF)	2318	GEN	\$4,017-\$4,886
Staff Services Analyst I (PDF)	2180	GEN	\$3,778-\$4,596
Staff Services Analyst II (PDF)	2403	GEN	\$4,166-\$5,068
Staff Services Manager (PDF)	2967	MID MG	\$5,125-\$6,234
Staff Services Specialist (PDF)	2103	GEN	\$3,645-\$4,433
Substance Use Disorder Specialist I (PDF)	1948	GEN	\$3,376-\$4,108
Substance Use Disorder Specialist II (PDF)	2149	GEN	\$3,724-\$4,530
Supervising Probation Officer (PDF)	2458	PROB MID-MG	\$4,260-\$5,182
Systems Analyst I (PDF)	2476	CONF	\$4,291-\$5,219
Systems Analyst II (PDF)	2725	CONF	\$4,723-\$5,746

** Salary is without stipend.

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T

Classifications	Range	Unit	Monthly Salary
Telecommunications Technician I (PDF)	2206	GEN	\$3,823-\$4,650
Treasurer Tax Collections Officer I (PDF)	1907	GEN	\$3,305-\$4,023
Treasurer Tax Collections Officer II (PDF)	2102	GEN	\$3,643-\$4,432
Treasurer - Tax Collector **	FLAT	ELECT	\$6,232

Select Language: ▼

Treasurer - Tax Specialist I (PDF)	1423	GEN	\$2,466-\$3,002
Treasurer - Tax Specialist II (PDF)	1571	GEN	\$2,723-\$3,312
Treasurer - Tax Technician (PDF)	1514	GEN	\$2,624-\$3,192

** Salary is without stipend

[\(Return to top\)](#)

U

Classifications	Range	Unit	Monthly Salary
Undersheriff (PDF)	3421	CONTR	\$5,929-\$7,212

[\(Return to top\)](#)

V

Classifications	Range	Unit	Monthly Salary
Veterans Service Representative I (PDF)	1524	GEN	\$2,641-\$3,217
Veterans Service Representative II (PDF)	1680	GEN	\$2,912-\$3,542
Victim Witness Advocate (PDF)	1523	GEN	\$2,639-\$3,211
Victim Witness Coordinator (PDF)	1763	MID MG	\$3,055-\$3,719

[\(Return to top\)](#)

W

Classifications	Range	Unit	Monthly Salary
Welder (PDF)	1763	C and T	\$3,056-\$3,720
Welfare Fraud Investigator I (PDF)	2211	GEN	\$3,832-\$4,662
Welfare Fraud Investigator II (PDF)	2398	GEN	\$4,156-\$5,054

[\(Return to top\)](#)

Contact Us

For additional information or questions regarding job descriptions, please contact the Human Resources Department at (530) 283-6144

Government Websites by **CivicPlus®**





California Public Employees' Retirement System
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (or 888-225-7377)
TTY: (877) 249-7442
www.calpers.ca.gov

Reference No.:
Circular Letter No.: 200-050-12
Distribution: IV, V, VI, X, XII, XVI
Special:

Circular Letter

October 25, 2012

TO: ALL CALPERS EMPLOYERS

SUBJECT: STATUTORY AND REGULATORY REQUIREMENTS FOR PUBLICLY AVAILABLE PAY SCHEDULES

The purpose of this Circular Letter is to remind CalPERS employers that only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits.

Compensation earnable is defined in statute and further clarified by California Code of Regulations (CCR) Section 570.5. Specifically, this Circular Letter seeks to address the requirements related to publicly available pay schedules.

Compensation Earnable & The Requirement For Publicly Available Pay Schedules

The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 define compensation earnable for State, School, and Public Agency members. In order to meet the definition of compensation earnable, an amount of pay must either constitute payrate or special compensation as defined in the statutes. Section 20636(d) further requires that payrate and special compensation schedules, ordinances, or similar documents be public records available for public scrutiny.

Section 20636(b)(1) (applicable to Public Agency members) and 20636.1(b)(1) (applicable to School members) require pay amounts to be paid pursuant to publicly available pay schedules. For example, section 20636 (b)(1) states:

"Payrate means the normal monthly rate or pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. "Payrate," for a member who is not in a group or class, means the monthly rate of pay or base pay of the members, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e)." (Emphasis added.)

CCR 570.5 was adopted April 13, 2011, with an effective date of August 10, 2011. CCR 570.5 sought to clarify the requirement of publicly available pay schedules.

After CCR 570.5 was adopted, CalPERS sent Circular Letter #200-056-11 dated August 19, 2011, notifying all employers of the requirements of CCR 570.5.

Importance of Correct Reporting

Due to the importance of correct payroll reporting in administering the PERL and member benefits, CalPERS is sending this additional Circular Letter to remind all employers of the criteria for reporting compensation earnable.

CCR 570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

- (a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
 - (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
 - (2) Identifies the position title for every employee position;
 - (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
 - (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
 - (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
 - (6) Indicates an effective date and date of any revisions;
 - (7) Is retained by the employer and available for public inspection for not less than five years; and
 - (8) Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one salary schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.

No Applicable Pay Schedule

If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, then CalPERS must determine that the pay amount fails to meet the definition of payrate. CCR 570.5 (b)(1)-(4) outlines the process by which

CalPERS may determine a member's payrate when there is no publicly available pay schedule provided.

CCR 570.5 (b) states:

- (b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:
 - (1) Documents approved by the employer's governing body in accordance with requirements of public meeting laws and maintained by the employer;
 - (2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;
 - (3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;
 - (4) Last payrate for the member in a position that was held by the member that is listed on a pay schedule that conforms to the requirements of subdivision (a) of a former CalPERS employer.

It is important that all employers comply with the compensation earnable provisions and corresponding regulations of the PERL. Where employers fail to comply, pay amounts will be determined to not constitute payrate and accordingly CalPERS will be unable to use such pay amounts when calculating members' retirement benefits.

It is therefore critical that employers review their pay schedules to verify that all members' pay amounts are included within a publicly available pay schedule. For assistance or questions related to the development of a publicly available pay schedule, please direct your inquiries to the CalPERS Compensation and Employer Review Unit.

If you have any questions, please contact the CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7377).

KAREN DeFRANK, Chief
Customer Account Services Division



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

To: Honorable Board of Supervisors

From: Andrew Woodruff

Cc: Nancy Selvage

Agenda: Item for February 4, 2020

Recommendation: Authorize and direct Human Resources to recruit and fill a budgeted and funded 1.0 FTE Assistant Director of Public Health Position due to resignation effective February 21, 2020.

Background Information: The Assistant Director has given his resignation effective February 21, 2020. No county general funds are required since these positions are fully funded through programs within the Public Health Agency. This position plays an important role in assisting the Director of Public Health to plan, organize, and supervise the functions, services, and programs of the Agency.

The Assistant Director is responsible for planning, organizing, and supervising a large subset of the functions, services, and programs of the Plumas County Public Health Agency; responsible for the development and evaluation of health education and outreach programs and services; providing Administrative leadership; representing Plumas County Public Health with state, local and community organizations and other government agencies; and doing related work as required. The incumbent works closely with the Public Health Director in the development and administration of public health programs.

The roles and responsibility of the Assistant Director is to provide oversight for the development of state and federally required data, reports, financial plans, statistical analysis, policies and procedures, and contract management; reviewing and analyzing legislation and determining effects on organizational procedures and operations; and assures department's compliance with state and federal laws, department goals and objectives, and county policies and procedures. In addition the Assistant Director serves as the Department Head in absence of the Public Health director.

A copy of the Critical Staffing Request and Organizational chart are attached for your review.

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



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: February 4, 2020

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70560 1.00 FTE

POSITION TITLES: 1.0 FTE Assistant Director

ARE POSITIONS CURRENTLY ALLOCATED? YES ☐ NO ☒

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
_____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- | |
|--|
| <ul style="list-style-type: none">• Is there a legitimate business, statutory or financial justification to fill the position? |
|--|

The Assistant Director is responsible to plan, organize, and supervise a large subset of the functions, services, and programs of the Plumas County Health Services Division

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

If the position goes unfilled, important Public Health requirements/activities will fall behind schedule and could affect patient care, categorical funding allocations, accreditation status, awards and department stability.

- How long has the position been vacant?

This position will become vacant on February 21, 2020.

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

This position is budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages.

However, the nature of this position would make it inefficient, ineffective and impractical to move forward with an extra help employee. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.

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

Other counties have similar positions to this position to oversee and manage the Agency.

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

This impacts the Public Health Agency's ability to have an effective and efficient leadership

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

Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

- 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?

Funding cuts have periodically impacted our agency and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- 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?

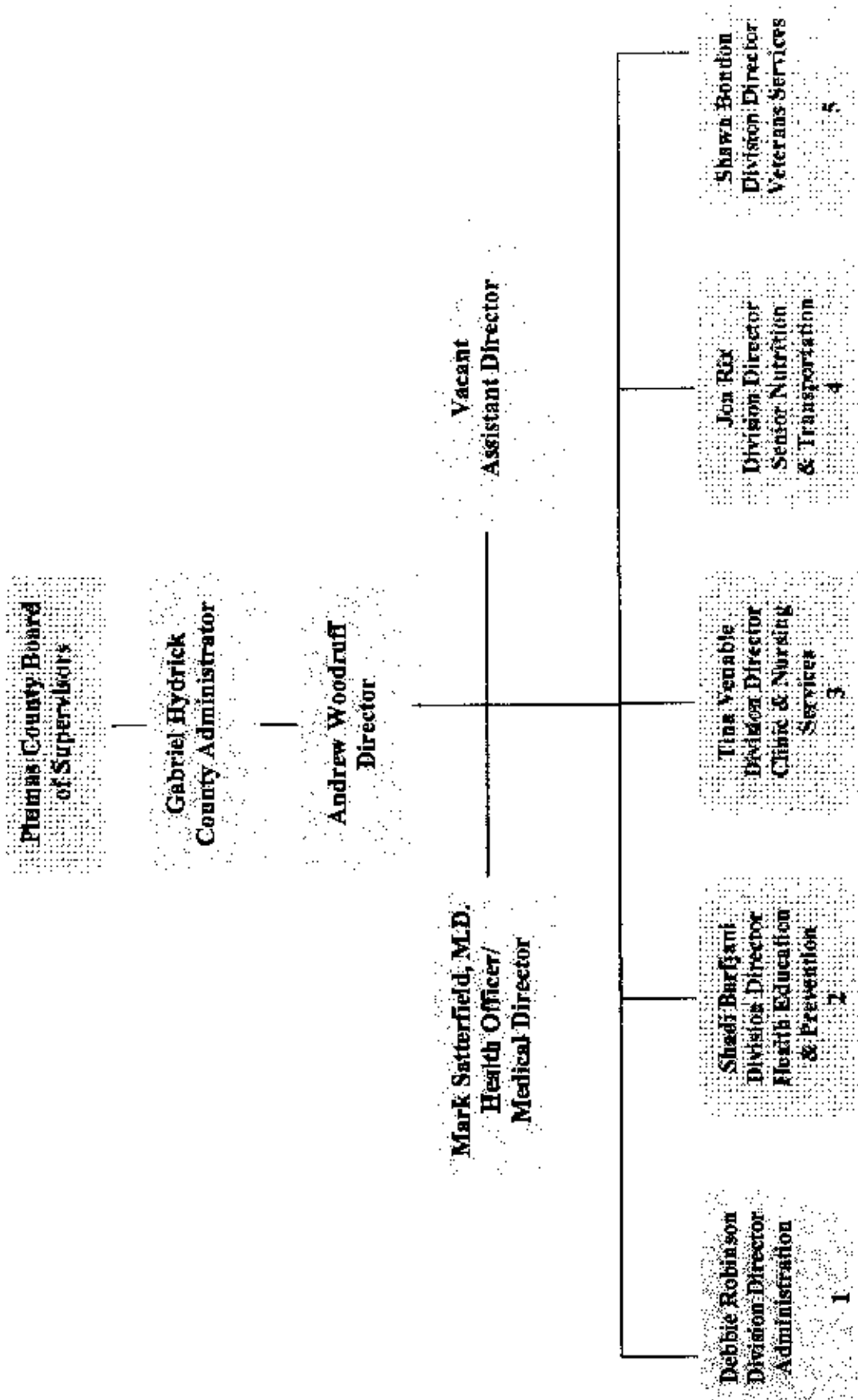
N/A. This position request is fully funded by contract for the 19-20 and 20-21 fiscal years. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

Yes. The cash reserves for the last three years are as follows:

FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102

PLUMAS COUNTY PUBLIC HEALTH AGENCY DIVISION DIRECTORS





PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: January 14, 2020
To: Honorable Board of Supervisors
From: Andrew Woodruff
Cc: Nancy Selvage, Human Resources
Agenda: Item for February 4, 2020

Recommendation: Authorize and direct the Director of Human Resources to recruit and fill 1.0 FTE Health Education Specialist, and/or Community Outreach Coordinator Position due to the promotion of a current staff member.

Background Information: Public Health is currently allocated 1.0 FTE for the position of Health Education Coordinator I, Health Education Specialist, and/or Community Outreach Coordinator. The Public Health Agency Budget fully funds salary and benefits for this position. No county general funds are required since these positions are fully funded through programs within the Public Health Agency.

This position is responsible for assisting in the organization, coordination, and implementation of activities within the Tobacco Use Reduction Program and related health services, and prevention programs.

It is critical that this position be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to public health clients.

A copy of the critical staffing request and organizational chart is attached for your review.

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



CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: February 4, 2020

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(S) AND BREAKDOWN FOR REQUESTED POSITION: 70560, 1.00 FTE

POSITION TITLES: 1.0 FTE Health Education Coordinator I, Health Education Specialist and/or Community Outreach Coordinator

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

For Committee use only

Date of Committee Review: _____

Determination of Committee? _____ Recommended
 _____ Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied _____

Board Modifications

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

This position is responsible for organization, coordination, implementation, and conducts a variety of public health education programs and related health services, public information programs, health promotion, prevention programs. This position became vacant on January 12, 2020.

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

All positions are budgeted and funded in the current year.

No

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

N/A

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

Lack of compliance, billing and administration are all results of the vacancies. The negative impacts to our agency will exacerbate as the vacancies continue.

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

Not filling this position will cost PCPIHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors.

- 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?

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- 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?

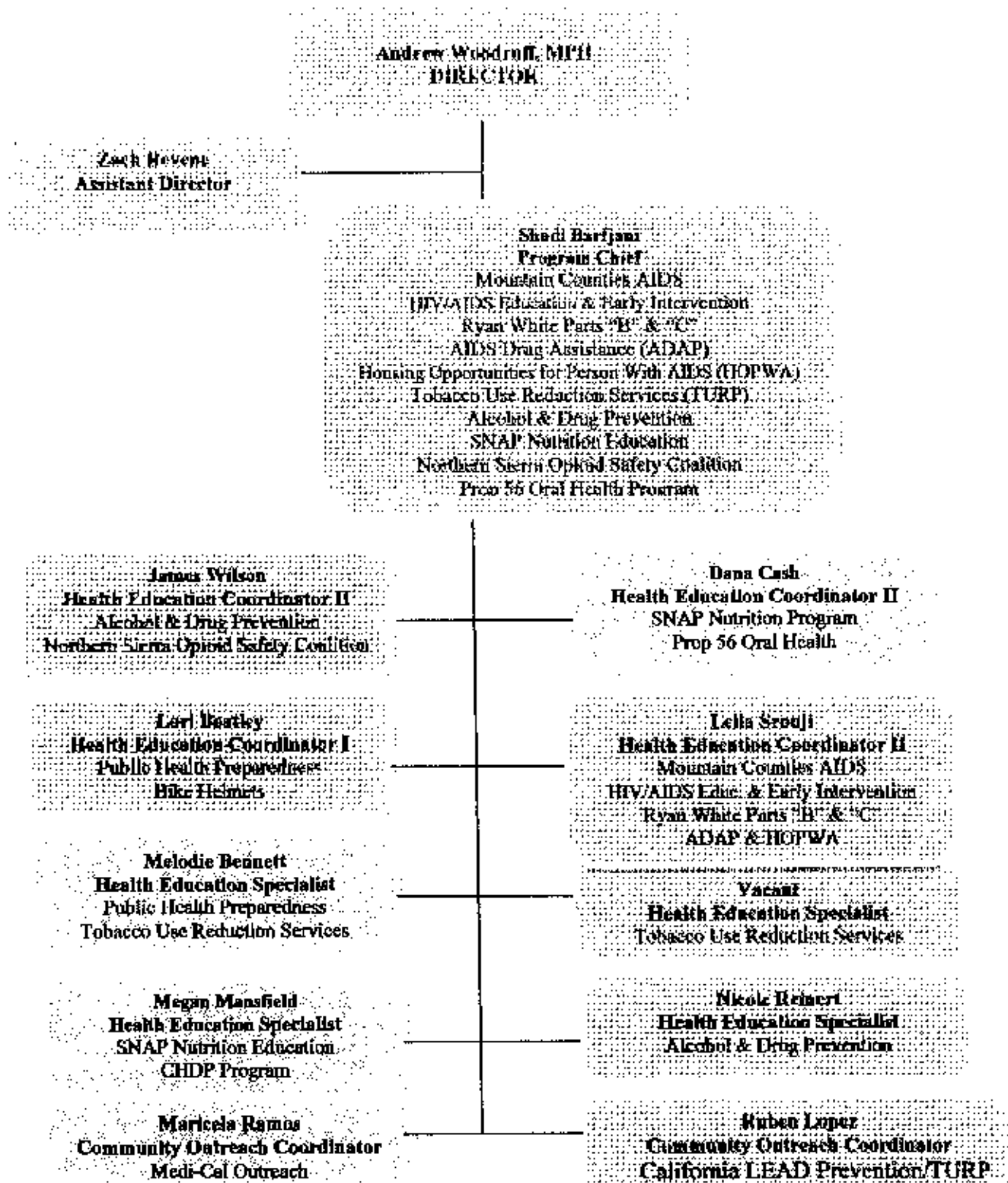
N/A. The position requested is fully funded by contract for the 19-20 fiscal year. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND PREVENTION DIVISION**

2





PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

163

Date: January 14, 2020

To: Honorable Board of Supervisors

From: Andrew Woodruff, Director

CC: Nancy Selvage, Human Resources

Agenda: Item for February 4, 2020

Recommendation: Approve a Resolution to Amend the FY 2019-2020 County Personnel Allocation in Budget Units 70560 and 70566 by shifting .05 FTE in the Health Education Coordinator I/II, Health Education Specialist and Community Outreach Coordinator series, effective January 12, 2020.

Background: As the Board is aware, Plumas County Public Health Agency manages multiple grants in various Budget Units. Plumas County Public Health Agency staff are often funded by a variety of state categorical funds. As duties change, so does the funding source. At this time Plumas County Public Health Agency requests changes to the Plumas County Personnel Allocation, effective January 12, 2020.

A copy of the Resolution Amending the 2019-2020 County Personnel Allocation for Public Health Budget Units 70560 and 70566 is attached for your review.

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



RESOLUTION NO: _____

RESOLUTION AMENDING THE 2019-2020 COUNTY PERSONNEL ALLOCATION FOR PUBLIC HEALTH BUDGET UNITS 70560 AND 70566, EFFECTIVE JANUARY 12, 2020.

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the Public Health Agency; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Units 70560 and 70566 in Fiscal Year 2019-2020 to reflect the following:

Budget Unit 70560	FTE	Change	New FTE
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	9.42	.05	9.47
Budget Unit 70566	FTE	Change	New FTE
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	.55	-.05	.50

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 4th day of February 2020 by the following vote:

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

Chair, Board of Supervisors

Clerk, Board of Supervisors

164



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for February 4, 2020

Recommendation: Adopt Resolution accepting Standard Agreement Number 19-10852 with the California Department of Public Health, Communicable Disease Control Division to address infectious disease prevention and control, and authorize the Director of Public Health to sign as the Board designee.

Background Information: As the Board may be aware, On July 1, 2019, the California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) received \$35,000,000 in one-time funds for local public health infrastructure to address infectious disease prevention and control. On January 17, 2020, Plumas County Public Health Agency received notice of award for one-time funding in the amount of \$114,783.67 for the period beginning February 1, 2020 through June 30, 2023.

Plumas County Public Health Agency will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitoring and evaluation of disease-specific prevention activities; building local capacity to respond and surge for outbreaks; and supporting laboratory and information technology.

A copy of Agreement Number 19-10852 is on file with the Clerk of the Board for your review.

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

Thank you.



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

RESOLUTION NO. 20-_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF PLUMAS ACCEPTING STANDARD AGREEMENT NUMBER 19-10852 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, COMMUNICABLE DISEASE CONTROL DIVISION FOR LOCAL PUBLIC HEALTH INFRASTRUCTURE TO ADDRESS INFECTIOUS DISEASE PREVENTION AND CONTROL

WHEREAS, Plumas County Public Health Agency (PCPHA) has placed a high priority on communicable disease control; and

WHEREAS, the California Code of Regulations Title 17 identifies communicable disease control as a basic service of local public health departments; and

WHEREAS, PCPHA will implement public health activities such as: education, awareness, outreach, counseling, testing, treatment, surveillance, reporting and/or partner services to address gaps in communicable disease public health functions within the local health jurisdiction.

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

1. Accept Standard Agreement Number 19-10852 with the California Department of Public Health, Communicable Disease Control Division beginning February 1, 2020 through June 30, 2023 in the amount of \$114,783.67, and
2. Authorize the Director of Public Health to sign the Agreement and execute subsequent documents and any future Amendments pertaining to Agreement Number 19-10852.

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 4th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

141
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Chester, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the February 4, 2020 meeting of the Plumas County Board of Supervisors

January 27, 2020

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 Maintenance Worker position in the Chester Maintenance District

Background:

One (1) FTE PW Maintenance Worker has resigned from the Department effective January 21, 2020.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY19/20 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 Maintenance Worker in the Chester Maintenance District.

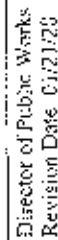
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker I/II Worker Position Chester

- ... Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.
- 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.
- How long has the position been vacant?
Effective 1/21/2020.
- 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?

16/17	\$0	17/18	(\$600,000)	18/19	\$600,000
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NAME OF PUBL.: WILEY; RCTM; 2F2 1



142 PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the February 4th, 2020 meeting of the Plumas County Board of Supervisors

Date: January 27th, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in blue ink, which appears to read "Robert A. Perreault", is written over the printed name of the Director of Public Works.

Subject: **Authorize Execution of the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Construction Engineering Services for the "Spanish Ranch Road Bridge Replacement Project" in the amount not to exceed \$417,000.00**

Project Background:

Quincy Engineering, Inc., has been selected through Plumas County Department of Public Works (County) RFQ process, to provide construction engineering services support for the Spanish Ranch Road Bridge Replacement Project. The project is located in central Plumas County on Spanish Ranch Road at the Spanish Creek crossing in the rural community of Meadow Valley, approximately 5 miles west of the unincorporated Community of Quincy, within the Meadow Valley quadrangle, Township 24 North, Range 8 East, Section 14.

The purpose of the proposed project is to provide a safe crossing for the traveling public by replacing a structurally deficient bridge. The Bridge Inspection Report (dated October 30, 2017) indicates that the existing structure, a 50-foot long single-lane bridge with steel stringers and laminated timber deck, is structurally deficient with a sufficiency rating of 47.2. A bridge with a sufficiency rating of less than or equal to 50 that is structurally deficient and/or functionally obsolete is eligible for replacement under the Federal Highway Bridge Program.

The proposed new bridge will occupy essentially the same alignment as the existing structure. It has been designed as a two-lane structure, 114 feet long and 29 feet wide, with metal tube bridge railings mounted on curbs. The new bridge approaches will be approximately 125 feet in length and will conform back to the existing roadway. The new bridge will be constructed of precast concrete voided slab elements supported on cast-in-place concrete substructures founded on driven pile supported foundations. The piles are designed to reach depths of 30 to 40 feet, and will support buried pile cap footings. Some temporary relocation of overhead utility lines along the east side of Spanish Ranch Road is anticipated to take place prior to the bridge construction.

Project staging will occur on disturbed grassy areas adjacent to the east shoulder of Spanish Ranch Road on both sides of the bridge crossing. Project construction is scheduled to begin in the spring/summer of 2020 as a one-season project to be completed in approximately 7 months.

The project is federally funded through the Highway Bridge Program (HBP), which is administered by Caltrans.

This agreement has been approved as to form by the County Counsel's Office.

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 the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Construction Engineering Services for the "Spanish Ranch Road Bridge Replacement Project" in the amount not to exceed \$417,000.00

Attachment: Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc.

PROFESSIONAL SERVICES AGREEMENT

Bridge Construction Engineering Services for the Spanish Ranch Road Bridge Replacement Project over Spanish Creek

THIS AGREEMENT is made and entered into this ____ day of _____, 2020. ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("LOCAL AGENCY"), and Quincy Engineering, Inc., a California Corporation ("CONSULTANT").

Project Background

Plumas County Department of Public Works (County) is requesting construction engineering services support for the Spanish Ranch Road Bridge Replacement Project. The project is located in central Plumas County on Spanish Ranch Road at the Spanish Creek crossing in the rural community of Meadow Valley, approximately 5 miles west of the unincorporated Community of Quincy, within the Meadow Valley quadrangle, Township 24 North, Range 8 East, Section 14.

The purpose of the proposed project is to provide a safe crossing for the traveling public by replacing a structurally deficient bridge. The Bridge Inspection Report (dated October 30, 2017) indicates that the existing structure, a 50-foot long single-lane bridge with steel stringers and laminated timber deck, is structurally deficient with a sufficiency rating of 47.2. A bridge with a sufficiency rating of less than or equal to 50 that is structurally deficient and/or functionally obsolete is eligible for replacement under the Federal Highway Bridge Program.

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Project staging will occur on disturbed grassy areas adjacent to the east shoulder of Spanish Ranch Road on both sides of the bridge crossing. Overall project construction is scheduled as a one season project to be completed in approximately 7 months.

The project is federally funded through the Highway Bridge Program (HBP), which is administered by Caltrans.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

QUINCY ENGINEERING, INC

Incorporated in the State of CALIFORNIA

The Project Manager for the "CONSULTANT" will be *STEVE MELLON*

The name of the "LOCAL AGENCY" is as follows:

COUNTY OF PLUMAS - DEPARTMENT OF PUBLIC WORKS

The Contract Administrator for LOCAL AGENCY will be *JOHN MANNLE*

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated January 8, 2020. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL

AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

The approved CONSULTANT's Scope of Work is attached hereto as Exhibit A and incorporated by reference.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on February 4, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2021, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of Four Hundred Seventeen Thousand Dollars and No Cents (\$417,000.00). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar

days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

John Mannle, Assistant Director
Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed Four Hundred Seventeen Thousand and No Cents (\$417,000.00).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and

ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services.

In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Sub-consultants, and no sub-agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub-agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding one thousand dollars (\$1,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding one thousand dollars (\$1,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is

not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- B. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

II. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT's and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-1111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- F. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 16.2%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible

for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUP, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUP, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUP if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUP.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-P: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FIJWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI RETENTION OF FUNDS

- A. No retainage will be withheld by LOCAL AGENCY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Quincy Engineering, Inc.
Steve Mellon, Senior Engineer - Project Manager
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, CA 95670

LOCAL AGENCY:

County of Plumas – Department of Public Work
John Maule, Assistant Director - Contract Administrator
1834 E. Main Street
Quincy, CA 95971

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

CONTRACTOR:

Quincy Engineering, Inc.

By: _____
Name: Chris Rayasam
Title: President/CEO
Date signed: _____

By: _____
Name: Celeste Alvarez
Title: Corporate Secretary
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Plumas County Counsel

By: _____
Deputy County Counsel

Taxpayer ID Number – 68-0269312

Attachments: Exhibits A - Scope of Work, Exhibit B – Cost Proposal



SCOPE OF WORK (REV 1/8/2020)

The following proposed Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of the Spanish Ranch Road Bridge Replacement Project.

This Work Plan is based on Quincy's current understanding of the project and the following assumptions:

- ✓ Construction will start in April 2020 and end October 2020. The CONTRACTOR will take no more than **120 working days** (one season) to complete the project.
- ✓ Quincy will provide a full-time Resident Engineer (RE) assigned to this project. Augmenting our RE will be an Assistant RE/Structure Representative (part-time/as needed) and our specialty subconsultants Webster Engineering (DBE firm) for office engineering and supplemental inspection, Holdrege & Kull/NV5 for Materials Sampling and Testing, Panorama Environmental (DBE Firm) for environmental compliance, and DCM Group (DBE Firm) for Labor Compliance Oversight.
- ✓ Quincy assumes that there will be no non-working days caused by weather or other elements during the contract.
- ✓ The CONTRACTOR will be working normal shifts throughout the project (no overtime is anticipated).
- ✓ Quincy anticipates that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- ✓ The CONTRACTOR will provide all construction staking for the project. Quincy will provide spot survey verification (Task 7) of the CONTRACTOR'S staking and layout.
- ✓ Webster Engineering (Webster) will provide office engineering and supplemental inspection for Quincy (Task 2). Their level of effort is dependent on the CONTRACTOR'S operation and ability to meet the contract requirements. For developing our cost proposal, Webster's budget is established at up to \$28,540.54.
- ✓ Holdrege & Kull/NV5 (H&K/NV5) will provide materials inspection, sampling, and testing for Quincy (Task 4). H&K/NV5 have current Caltrans certifications for their lab and field staff. Their level of effort is dependent on the CONTRACTOR'S operation and ability to meet the contract requirements. For developing our cost proposal, H&K/NV5's budget is established at up to \$43,346.18.
- ✓ DCM Group (DCM), a DBE, will provide labor compliance support for Quincy. Their level of effort is dependent on the CONTRACTOR'S operations. For developing our cost proposal, DCM's budget is established at up to \$17,436.98.
- ✓ Environmental monitoring will be performed by the CONTRACTOR. Panorama Environmental (Panorama), a DBE, will provide environmental oversight/support for Quincy. Their level of effort is dependent on the CONTRACTOR'S operations. For developing our cost proposal, Panorama's budget is established at up to \$17,142.16.
- ✓ Quincy will lease a temporary office near the project construction site for use by Quincy staff.

Below are the activities we will provide by task.

TASK 1 - PRECONSTRUCTION SERVICES

Our Team will perform the following, as required:

- ✓ Thoroughly review the plans, specifications, RE pending files, permits, agreements, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- ✓ Prepare and conduct a coordination meeting with the County, Design Team, and other affected agencies and stakeholders.
- ✓ Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Quincy field staff, County staff, and the Contractor. It is critical that all parties work as a Team. Quincy shall assist with implementing a partnering agreement with the Contractor if one is pursued for the project.
- ✓ Prepare a construction management Quality Control Plan (QCP) plan. The plan will include project authority, communications, and project documentation/record keeping.
- ✓ Develop a project records 63-Category Filing System based on the *Caltrans Construction Manual* that will be passed onto the County once the project is completed. Project categories will include:
 - Correspondence
 - Pay Quantities



- Working Day Statements
- Photographs
- SWPPP
- Materials Records
- Daily Reports
- CCO's and Extra Work
- Submittals
- Progress Pay Estimate
- Labor Compliance
- Contractor Payroll
- Final Report

- ✓ Establish a photo record for the project site to document pre-construction conditions.

TASK 2 - CONSTRUCTION SERVICES

Quincy staff will perform the following, as required:

- ✓ Establish and maintain project control including:
 - On-site organization;
 - Internal and external lines of communication and authority; and
 - Procedures for coordinating with the County, Designers, materials sampling and testing, survey staking, control, and layout verification, and environmental monitors.
- ✓ Verify Contractor enforcement of Federal and state laws for occupational safety and health standards for all construction observation activities. Periodically attend Contractor tailgate safety meetings. Perform periodic construction site safety reviews, or more frequently as required by the work at hand. Report accidents to appropriate authorities as soon as possible. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- ✓ Prepare and conduct weekly progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees promptly.
- ✓ Coordinate with permitting agencies for Contractor permit compliance including:
 - US Army Corp of Engineers;
 - Regional Water Quality Control Board;
 - California Department of Fish and Wildlife; and
- ✓ Coordinate cooperation with Caltrans, public utilities, adjacent property owners, and the general public. Assist the County in conducting public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- ✓ Coordinate and observe utility work by utility companies (not part of the Contractor's responsibility) for compliance with project documents.
- ✓ Coordinate review and approval of project shop drawings, demolition plans, and material submittals.
- ✓ Verify that material submittals comply with the Buy America federal funding requirement.
- ✓ Coordinate source inspection, acceptance testing and quality assurance for Caltrans certification of bridge structural elements.
- ✓ Notify County personnel in advance of any significant activities to permit their participation.
- ✓ Reviewing, monitor, and document changes to the Contractor's schedule. This includes identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines. Review and coordinate with the Contractor monthly schedule updates for critical path activities and keep record of contract time and time extensions.
- ✓ Review for approval any Contractor-developed submittals for the staging, Traffic Handling Plan, hazardous substance prevention and contingency plan, worker and community health and safety, and other Contractor-developed plans.
- ✓ Develop and maintain a log of Contractor-developed plan and Requests for Information (RFI) submittals to ensure a timely and efficient procedure for processing submittals. Copies of RFI correspondence that may result in a Change Order, including initial requests and subsequent responses, will be flagged.
- ✓ Provide observation of the Contractor's work with appropriately trained and qualified field staff to ensure that the work substantially complies with the plans and specifications by continuously monitoring, evaluating, approving and rejecting the Contractor's work as applicable.



- ✓ With the assistance of the County and the designers, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- ✓ Notify the County of any errors or omissions in the contract documents and coordinate corrections with the County's designer.
- ✓ Prepare daily, weekly, and monthly reports as required by the County. Daily records will contain progress of the project, weather history, Contractor's activities, the number of workers on site, problems encountered, and other relevant information.
- ✓ Prepare and send Weekly Statement of Working Days to the Contractor.
- ✓ Prepare estimates for extra work necessitated by differing site conditions, unforeseen work, etc.
- ✓ Prepare Contractor pay applications for progress work by computing and field verifying pay quantities pursuant to the Caltrans process. Pay applications will meet the requirements for conditional/unconditional releases, preliminary notices and stop work notices as applicable.
- ✓ Review the contractors SWPPP and review weekly, quarterly, and rain event inspections.
- ✓ Negotiating and preparation of CCO's for authorization by the County as agreed to by the Contractor.
- ✓ Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work to be completed as unit cost, lump sum, or force account.
- ✓ In the event it appears that the Contractor may submit a claim for extra work, maintain records so that the County can successfully resolve the claim.
- ✓ Maintain a set of black-line plans to be used for "As-built" drawings and note changes ("red-lines") to this set as they occur.
- ✓ Take photographs daily during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- ✓ Maintain project records such that the records are organized and complete.
- ✓ Attend a project walk through with County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory.
- ✓ Attend a final project walk-through with County and Contractor personnel to determine that all "punch list" items of work have been completed.

TASK 3 – LABOR COMPLIANCE

Our subconsultant, DCM Group, will perform Labor Compliance. It is anticipated that Labor Compliance will consist of the following tasks:

Audit Contractor compliance with Federal funding requirements including:

- Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages;
- Review field labor compliance and EEO interviews (interviews to be performed by Quincy field staff); and
- Monitoring Contractor apprenticeship programs to assure compliance with all State and Federal laws.

TASK 4 – MATERIALS TESTING

Materials sampling and testing will be performed by our subconsultant, H&K/NV5. H&K/NV5 will perform sampling and materials testing per the project specifications and the County Quality Assurance Program. Typical tests include:

- Compaction Testing
- Gradation and Sand Equivalent
- AC Temperature Readings
- AC and concrete batch plant inspections
- HMA Density
- Concrete Compressive Strength

- ✓ Quincy staff will coordinate timely testing and determination of correct testing methods and procedures for bridge and roadway work. Quincy will also accept or reject materials based on test results.

TASK 5 – PRECAST SOURCE INSPECTION



The project includes fabrication of precast, prestressed concrete slabs. These slabs are assumed to be produced at an established precast manufacturer such as Kie-Con or Con-Fab, both located in northern California.

✓ Quincy staff will perform a one-day source inspection of precast, prestressed, concrete slabs.

TASK 6 – ENVIRONMENTAL OVERSIGHT

The Contractor will provide all environmental monitoring for the project. Oversight of the monitors will be performed by Quincy's Resident Engineer and our subconsultant Panorama.

Task 6.1. Project Coordination and Meetings

This task includes ongoing coordination with Quincy Engineering and Plumas County, as necessary, throughout construction. The Panorama Project Manager will participate in up to two 1-hour conference calls, as needed, to provide updates and comments on environmental compliance. This task assumes that ongoing correspondence and project management coordination will require a total of up to 8 hours spread over the duration of the project.

Task 6.2. Plan and Qualifications Review and Oversight

This scope of work includes 30 hours for Panorama staff to review contractor's biologist qualifications, all relevant environmental compliance plans and reports (prepared by the contractor), and environmental planning and permitting documents. These are assumed to include the following:

- Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan
- Worker Environmental Awareness Training program materials
- Pre-construction biological survey reports
- Restoration and mitigation plans
- CEQA Initial Study/Mitigated Negative Declaration
- NEPA technical studies (Natural Environment Study, Biological Assessment, etc.)
- All permits for the project to ensure that there are no conflicting measures

This task assumes that all plans will be prepared by the Contractor.

Panorama will prepare a master environmental compliance checklist and maintain records of compliance throughout construction. The master environmental compliance checklist will include all mitigation measure commitments and timing of implementation of those commitments as well as all permit compliance requirements. Panorama will coordinate with Quincy Engineering to verify compliance of conditions that require monitoring throughout construction (e.g., water quality, BMP implementation).

Task 6.3. Permit Compliance, Agency Coordination, and Post-Construction Report

Panorama will track and document compliance and completion of all applicable permit conditions. Panorama assumes that all reports, such as pre- and post-construction notifications, pre-construction survey reports, proof of compensatory mitigation, or any other required reports, would be prepared by the Contractor or the County. Upon completion of the reports, Panorama will review reports for completeness and accuracy and submit them to relevant agencies. This scope assumes that electronic submittals will suffice, and no hardcopy deliverables are included under this task. This scope does not include preparation of any plans, such as revegetation or restoration plans.

Panorama will prepare a Notice of Completion to satisfy the Regional Water Quality Control Board's 401 permit conditions. The Notice of Completion would document environmental compliance throughout construction and would include a summary of any impacts to waters of the State and/or waters of the U.S.; documentation of any spills or leaks of fuels or lubricants and actions taken in response; accounts of any special-status species observed during construction; and photographic documentation of construction site conditions prior to, during, and post-construction. Photographs would be obtained from the on-site construction monitors. Panorama would provide a draft Notice of Completion to the County to review. Panorama would address one round of comments and edits from the County and provide a final Notice of Completion to the County to submit to the Water Board.

This task includes up to 8 hours of agency coordination, which includes up to one on-site meeting with permitting agencies, if requested.



Assumptions

- All required environmental permits and approvals for the project have been secured.
- The Contractor will be responsible for preparation of all pre- and post-construction notification requirements included in the permits; Panorama will review and submit notifications to relevant agencies.
- The Contractor will retain a qualified biologist (qualifications to be reviewed by Panorama) who will conduct all pre-construction surveys and site monitoring.
- No take of special-status species is authorized.
- No state or federal threatened/endangered species will be encountered during construction. If protected species are observed during construction and additional consultation with permitting agencies is required, a new scope/budget would be proposed by Panorama to assist with agency consultation and negotiation efforts.
- The County will provide Panorama with GIS data for all riparian and wetland habitats and waters of the State/U.S. on site that were documented in the permit applications.

TASK 7 – SURVEY VERIFICATION

The Contractor will provide all construction staking for the project. Survey verification will be performed by Quincy's in-house surveyors. Quincy will verify critical layouts and elevations as required. Typical verification includes:

- Survey Control
- Abutment Layouts
- Other locations as required

TASK 8 – POST CONSTRUCTION SERVICES

Quincy staff will perform the following as required during this task:

- ✓ Perform final observation of the project upon completion to confirm substantial conformity with PS&E.
- ✓ Compute the final quantities and preparation the final estimate.
- ✓ Determine over-runs and under-runs and provide explanation of each.
- ✓ Prepare the Final Invoice, Final Detail Estimate, Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certification, Report of Completion, and such other forms and reports as may be required.
- ✓ Finalize as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- ✓ Resolution of Contract Claims and Dispute Resolution: Assist the County to attempt to resolve field problems and disputes at the lowest level to minimize potential impacts to the project. In the event that it appears that the Contractor may submit a notice of potential claim for extra work, evaluate and attempt to resolve the Contractor's potential claims in the field. Immediately notify the County of the Contractor's potential claim. In the event that the potential claim cannot be immediately resolved, make recommendations to the County for subsequent actions. Maintain records so that the County can resolve the claim.

Due to the nature of Contract Claims and Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible within the allocated administration and inspection budget, we will assist the County in resolving the claims and disputes. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.

Optional Task: Apprentice Inspectors

Due to recent changes and increased enforcement of apprenticeship requirements by the California Department of Industrial Relations (CA DIR), prevailing wage eligible projects must provide notification and registration with CA DIR and solicitation of apprentice inspectors from training programs.

Recent response by apprentices for inclusion on projects has been low. However, if an apprentice responds to the solicitation notice, they must be hired on the spot and provided training as part of the project.

Due to the difficulty in estimating the probability and effort required, we will incorporate the apprentice inspector if possible within the allocated administration and inspection budget. However, if additional budget is required, a contract amendment for additional budget will be requested.

Exhibit B

Cost Proposal

Spanish Ranch Road Bridge Replacement

Construction Administration

Date: 1/8/2020

Quincy Engineering, Inc.

Direct Labor:	\$94,200.84
Estimated Salary Increases for Multi-Year Project	\$0.00
Subtotal	\$94,200.84
Overhead (1.757):	\$165,520.30
A. Labor Subtotal	\$259,721.14

Subconsultant Costs:

H&K/NV5	\$43,346.18
Webster	\$28,540.54
Panorama	\$17,142.16
DCM	\$17,436.98
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
B. Subconsultant Subtotal	\$106,465.86

Other Direct Costs:

(1). RE Per diem:	120.0 Days @ \$120 per day	\$14,400.00
(2). RE Vehicle:	Included in Overhead	
(3). SR Per diem:	4.0 Days @ \$120 per day	\$480.00
(4). SR Vehicle:	Included in Overhead	
(5). Inspector Per diem:	0.0 Days @ \$120 per day	\$0.00
(6). Inspector Vehicle:	Included in Overhead	
(7). CM Per diem:	4.0 Days @ \$120 per day	\$480.00
(8). CM Vehicle:	Included in Overhead	
(9). Misc. Field supplies :		\$330.89
(10). Construction Office:	7.0 Months @ \$1,250 per month	\$8,750.00
(11). Mileage:	0.0 Miles @ \$0.580 per mile	\$0.00
(12). Prevailing Wage Differential:		\$400.00
C. Other Direct Cost Subtotal:		\$24,840.89

Labor Subtotal A. =	\$259,721.14
Fixed Fee (10.0%):	\$25,972.11
Subconsultant Subtotal B. =	\$106,465.86
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$24,840.89
Fixed Fee (0.0%):	\$0.00

TOTAL =

\$417,000.00

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts☒ Prime Consultant ☐ SubconsultantConsultant **Quincy Engineering, Inc.**Project Name **Spanish Ranch Road Bridge Replacement**Project No. **TBD**

Contract No. _____

Date **1/8/2020****DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng. *	Steve Mellon	SM	\$70-\$120	24	\$ 92.30	\$ 2,215.20
Senior Eng. **	Leland Mason	LM	\$50-\$100	64	\$ 80.00	\$ 5,120.00
Senior Eng. **	Steve Elkins	SE	\$50-\$100	1068	\$ 75.00	\$ 80,100.00
Senior Eng. **	Lacey Smith	LSm	\$50-\$100	76	\$ 65.99	\$ 5,015.24
Const Inspector Gp 2 **	Const Inspector	CI	\$25-\$65	0	\$ 45.03	\$ -
Survey Mgr **	Jim Thornton	JT	\$40-\$70	16	\$ 64.40	\$ 1,030.40
Survey Tech **	Alfonso Dabu	AD	\$29-\$50	16	\$ 45.00	\$ 720.00
		blank		0	\$ -	\$ -
				1264		\$ 94,200.84

LABOR COSTS

a) Subtotal Direct Labor Costs

\$94,200.84

b) Estimated Salary Increases for Multi-Year Project

\$0.00 (see calculation page attached)

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$94,200.84**INDIRECT COSTS**

d) Fringe Benefits (Rate: 43.02%):

e) Total Fringe Benefits [(c) x (d)] \$40,525.20

f) Overhead (Rate: 132.69%):

g) Overhead [(c) x (f)] \$124,995.09

h) General Administration (Rate: 0.0%):

i) Gen & Admin [(c) x (h)] \$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$165,520.30**FIXED FEE**

k) Fixed Fee (10.0%):

l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$25,972.11**CONSULTANT'S OTHER DIRECT COSTS (ODC)**

(1). RE Per diem:	120.0 Days	@ \$120 per day	\$14,400.00
(2). RE Vehicle:	Included in Overhead		
(3). SR Per diem:	4.0 Days	@ \$120 per day	\$480.00
(4). SR Vehicle:	Included in Overhead		
(5). Inspector Per diem:	0.0 Days	@ \$120 per day	\$0.00
(6). Inspector Vehicle:	Included in Overhead		
(7). CM Per diem:	4.0 Days	@ \$120 per day	\$480.00
(8). CM Vehicle:	Included in Overhead		
(9). Misc. Field supplies:			\$330.89
(10). Construction Office:	7.0 Days	@ \$1,250 per month	\$8,750.00
(11). Mileage:	0.0 Days	@ \$0.580 per mile	\$0.00
(12). Prevailing Wage Differential:			\$400.00
m) TOTAL OTHER DIRECT COSTS			\$24,840.89

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)

H&K/NV5	\$43,346.18
Webster	\$28,540.54
Panorama	\$17,142.16
DCM	\$17,436.98
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
0	\$0.00
\$106,465.86	
\$106,465.86	

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** **\$417,000.00****NOTES:**

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

PAGE 2 OF 2

**ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant Quincy Engineering, Inc. Contract No. 0
Spanish Ranch Road Bridge Replacement

Date 1/8/2020**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 94,200.84	1264	=	\$74.53	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation =			5.0%			
	Avg Hourly Rate		Proposed Escalation			
Year 1	\$74.53	-	2.5%	-	\$76.39	Year 1 Avg Hourly Rate
Year 2	\$76.39	-	5.0%	=	\$80.21	Year 2 Avg Hourly Rate
Year 3	\$80.21	-	5.0%	=	\$84.22	Year 3 Avg Hourly Rate
Year 4	\$84.22	-	5.0%	=	\$88.43	Year 4 Avg Hourly Rate
Year 5	\$88.43	-	5.0%	-	\$92.85	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1264.0	=	1264.0	Estimated Hours Year 1
Year 2	0.00%	*	1264.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1264.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1264.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1264.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1264.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$74.53	*	1264	=	\$94,200.84	Estimated Hours Year 1
Year 2	\$76.39	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$80.21	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$84.22	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$88.43	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$94,200.84	
Direct Labor Subtotal before Escalation				=	\$94,200.84	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- * This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-III COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: Holdrege & Kull Consulting Engineers & Geologist, d.b.a. NV5Project No. Spanish Rch. Road Bridge-Plumas Co Contract No. _____Date 12/10/2019

DIRECT LABOR

Classification/Title	Name	Hours	Avg. Hourly Rate	Total
Principal Engineer	Chuck Kull	1.00	\$ 85.88	\$ 85.88
Associate Engineer/Geologist*	Shane Cummings	12.00	\$ 65.80	\$ 789.60
Senior Engineer/Geologist*	Dominic Potesio	8.00	\$ 53.36	\$ 426.88
Project Engineer/Geologist	Santiago Carrillo	1.00	\$ -42.66	\$ 42.66
AutoCAD operator	TBD	2.00	\$ 29.91	\$ 59.82
Technical Editor	TBD	2.00	\$ 23.49	\$ 46.98
Project Assistant	Nicole Trider, TBD	4.00	\$ 22.50	\$ 90.00
Construction Services Manager	Brooks Martin, TBD	24.00	\$ 44.56	\$ 1,069.44
Field Soils and Materials Tester-Isft**	TBD	80.00	\$ 63.63	\$ 5,090.40
Field Soils and Materials Tester-OT**	TBD	0.00	\$ 95.45	\$ -
ACI Concrete Tester-Isft**	TBD	40.00	\$ 58.82	\$ 2,352.80
ACI Concrete Tester-OT**	TBD	0.00	\$ 88.23	\$ -
Proof Load Torque Testing-Isft**	TBD	0.00	\$ 58.82	\$ -
Proof Load Torque Testing-OT**	TBD	0.00	\$ 88.23	\$ -
ICC Cert. Structural Inspector-Isft**	TBD	16.00	\$ 68.27	\$ 1,092.32
ICC Cert. Structural Inspector-OT**	TBD	0.00	\$ 102.41	\$ -
AWS/CWI Cert. Welding Insp.-Isft**	TBD	0.00	\$ 68.27	\$ -
AWS/CWI Cert. Welding Insp.-OT**	TBD	0.00	\$ 102.41	\$ -
Travel Time - Tester/Inspector	TBD	72.00	\$ 35.00	\$ 2,520.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 13,666.78

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 13,666.78

INDIRECT COSTS

d) Fringe Benefits (Rate: 15.85%)

e) Total Fringe Benefits [(c) x (d)] \$ 2,166.18

f) Overhead & G&A (Rate:)

g) Overhead [(c) x (f)] \$ -

h) General & Admin (Rate: 127.99%)

i) Gen & Admin [(c) x (h)] \$ 17,492.11

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 19,658.30

FIXED FEE

k) TOTAL FIXED FEE [(e) + (j) x fixed fee: 10%] \$ 3,352.51

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel & Per Diem (Mileage @ \$.58/mile)	4120	mile	\$0.58	\$ 2,389.60
EDR Records Search	0	425	\$600.00	\$ -
CTM 202 A/B Rock Particle Size Gradation	1	each	\$132.00	\$ 132.00
ASTM 1557 Max Density-Optimum Moisture-4 inch mold	1	each	\$210.00	\$ 210.00
ASTM 1557 Max Density-Optimum Moisture-6 inch mold	1	each	\$215.00	\$ 215.00
CTM 229 Durability Index	0	each	\$152.00	\$ -
CTM 216, Subgrade Soil Max Wet Density	1	each	\$217.00	\$ 217.00
CTM 217 Sand Equivalent	1	each	\$108.00	\$ 108.00
CTM 301 Resistance Value	1	each	\$270.00	\$ 270.00
CTM 202 Particle Size Gradation	2	each	\$132.00	\$ 264.00
CTM 211 Aggregate Abrasion Durability	1	each	\$250.00	\$ 250.00
CTM 217 Aggregate Sand Equivalent	1	each	\$108.00	\$ 108.00
CTM 308 Unit Weight	3	each	\$38.00	\$ 114.00
CTM 309 Rice Specific Gravity	1	each	\$162.00	\$ 162.00
Hamberg/Ostatory Compactor	1	each	\$800.00	\$ 800.00
CTM 367 Opt. Bituminous Content	1	each	\$35.00	\$ 35.00
CTM 382 Asphalt Content by Ignition Method	1	each	\$159.00	\$ 159.00
ASTM C39 Concrete Cylinders (4 Samples/Set)	5	each	\$160.00	\$ 800.00
ASTM C39 Grout Cubes (3 Samples/Set)	1	each	\$160.00	\$ 160.00
ASTM A615 Rebar Tensile/Bend Testing, Hoops, Couplers	1	each	\$195.00	\$ 195.00
Report/Preparation and Postage (if applicable)	2	each	\$50.00	\$ 100.00

l) TOTAL OTHER DIRECT COSTS \$ 6,688.60

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 6,688.60

TOTAL COST [(c) + (j) + (k) + (n)] \$ 43,346.18

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-11 COST PROPOSAL Page 3 of 3

4. Certification of Direct Costs:

The undersigned certifies that the following are the actual and direct costs of the project identified in the cost proposal and that the costs are not included in the cost of the project. The costs are not included in the cost of the project.

1. Directly Assigned Accounting Periods: 1/1/11
2. Name and location of the project:
3. Date of Directly Assigned Accounting Periods: 1/1/11
4. Date of Directly Assigned Accounting Periods: 1/1/11
5. Date of Directly Assigned Accounting Periods: 1/1/11
6. Date of Directly Assigned Accounting Periods: 1/1/11

A true and correct copy of the cost proposal is being submitted to the project manager. The project manager is responsible for the accuracy of the cost proposal. The project manager is responsible for the accuracy of the cost proposal. The project manager is responsible for the accuracy of the cost proposal.

Project Consultant or Subcontractor Certifying:

Name: _____ Title: _____
 Signature: _____ Date of Completion: _____
 Email: _____ Phone Number: _____
 Address: _____

I, the undersigned, certify that the cost proposal is true and correct. I am the project manager and I am responsible for the accuracy of the cost proposal. I am the project manager and I am responsible for the accuracy of the cost proposal.

I certify the cost of the project is as follows:

Cost of the project is as follows:

EXHIBIT 10-H1 COST PROPOSAL

Page 1 of 3

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.Project No. BRLO-5909(080)Contract No. 464Date: 1/8/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	192	\$ 61.80	\$ 11,865.60
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector**	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 11,865.60

b) Anticipated Salary Increases (see page 2)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$ 11,865.60

INDIRECT COSTS

d) Fringe Benefits Rate: 59.38%

e) Total Fringe Benefits [(c)x(d)] \$ 7,045.79

f) Overhead Rate: 50.62%

g) Overhead [(c)x(f)] \$ 6,006.37

h) General and Administrative Rate: 0.00%

i) Gen & Admin [(c)x(h)] \$ -

j) TOTAL INDIRECT COSTS [(e)+(g)+(i)] \$ 13,052.16

FIXED FEE

q) Rate: 10.00%

k) TOTAL FIXED FEE [(c)+(j)] x q \$ 2,491.78

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	1950	miles	\$ 0.580	\$ 1,131.00
DIR Subsistence	n/a	days	\$ 120.00	\$ -
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,131.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$	-
Subconsultant 1:		\$	-
Subconsultant 3:		\$	-
Subconsultant 4:		\$	-

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 1,131.00

TOTAL COST [(c)+(j)+(k)+(n)] \$ 28,540.54

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

Page 2 of 3

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
{SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES}

Consultant: Webster Engineering, Inc. Contract No.: _____ Date: 1/8/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	1 Year Contract Duration
\$11,865.60	192	=	\$61.8	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	192	=	192	Estimated Hours Year 1
Year 2	0.0%	*	192	=	0	Estimated Hours Year 2
Year 3	0.0%	*	192	=	0	Estimated Hours Year 3
Year 4	0.0%	*	192	=	0	Estimated Hours Year 4
Year 5	0.0%	*	192	=	0	Estimated Hours Year 5
Total	100%		Total	=	192	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	192	=	\$11,865.60	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$11,865.60	
Direct Labor Subtotal before Escalation				=	\$11,865.60	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature:



Digitally signed by Katherine Webster
DN: cn=US, ou="Owner, Engineer", o=Webster Engineering,
c=Katherine Webster, e=katherine@websterengineering.net
Reason: I attest to the accuracy and integrity of this document
Location: Webster Engineering, Inc. Headquarters
Date: 2020-01-08 08:34:06
Full PDFView Version: 9.4.1

Date of Certification (mm/dd/yyyy): 1/8/2020

Email:

katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Panorama Environmental, Inc.

Project No. _____

Contract No. _____

Date 1/7/2020**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
PRINCIPAL	Susanne Heim	5	\$84.13	\$420.65
PROJECT MANAGER	Rita Wilke	57	\$50.48	\$2,877.36
ENVIRONMENTAL ANALYST	Madeleine Jones	60	\$24.04	\$1,442.40
GIS SPECIALIST	Corey Fong	4	\$46.33	\$185.32

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,925.73

b) Anticipated Salary Increases (see page 2 for sample)

\$301.76

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$5,227.49

FRINGE BENEFITSd) Fringe Benefits (Rate: 21.11%)

e) Total Fringe Benefits

[(c) x (d)] \$1,103.52

f) Overhead

(Rate: 140.46%)

g) Overhead [(c) x (f)]

\$7,342.54

h) General and Administrative

(Rate: 32.89%)

i) Gen & Admin [(c) x (h)]

\$1,719.32

j) Total Indirect Costs [(e) + (g) + (i)]

\$10,165.38

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%

\$1,539.29

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	350	mile	0.6	\$ 210.00
Equipment Rental and Supplies				
Permit Fees				
Plan Sheets		sq.ft		\$0.00
Postage/Overnight/Delivery		package		\$0.00

l) TOTAL OTHER DIRECT COSTS

\$210.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS

\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$210.00

TOTAL COSTS [(c)+(j)+(k)+(n)]

\$17,142.16

NOTES:

- 1 Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.
- 2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans
- 3 Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Panorama Environmental, Inc. Contract No. Date

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$4,925.73	126	=	\$39.09	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed esc

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$39.09	+	5%	=	\$41.05	Year 2 Avg Hourly Rate
Year 2	\$41.05	+	5%	=	\$43.10	Year 3 Avg Hourly Rate
Year 3	\$43.10	+	5%	=	\$45.26	Year 4 Avg Hourly Rate
Year 4	\$45.26	+	5%	=	\$47.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	126.0	=	25.2	Estimated Hours Year 1
Year 2	50.00%	*	126.0	=	63.0	Estimated Hours Year 2
Year 3	20.00%	*	126.0	=	25.2	Estimated Hours Year 3
Year 4	10.00%	*	126.0	=	12.6	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	126.0	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$39.09	*	25.2	=	\$985.15	Estimated Hours Year 1
Year 2	\$41.05	*	63.0	=	\$2,586.01	Estimated Hours Year 2
Year 3	\$43.10	*	25.2	=	\$1,086.12	Estimated Hours Year 3
Year 4	\$45.26	*	12.6	=	\$570.21	Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$5,227.49	
	Direct Labor Subtotal before Escalation			=	\$4,925.73	
	Estimated total of Direct Labor Salary Increase			=	\$301.76	Transfer to Page 1

NOTES

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant DCM GroupProject No. Plumas CountyContract No. Spanish Ranch RoadDate 12/17/19**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Victoria Castaneda	30	\$80.00	\$ 2,400.00
Labor Compliance	Valerie Ramirez	180	\$26.78	\$ 4,820.40
	Sophia Catalan	40	\$20.00	\$ 800.00
				\$ -
				\$ -
		250		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 8,020.40

b) Anticipated Salary Increases

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 8,020.40**INDIRECT COSTS**d) Fringe Benefits (Rate: 28.00%)e) Total Fringe Benefits [(c) x (d)] \$ 2,245.71f) Overhead (Rate: 68.00%)g) Overhead [(c) x (f)] \$ 5,453.87h) General and Administrative (Rate: 0.00%)i) Gen & Admin [(c) x (h)] \$ -j) Total Indirect Costs [(e) + (g) + (i)] \$ 7,699.58**FIXED FEE**k) TOTAL FIXED FEE [(c) - (j) * fixed fee 10%] \$ 1,572.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	250	Mile	\$0.58	\$ 145.00
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 145.00(m) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (n)] \$ 145.00TOTAL COST [(c) + (j) + (k) + (m)] \$ 17,436.98**NOTES**

- Key Personnel must be marked with an asterisk (*) and employers that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Calltrans.
- Anticipated salary increases calculation must accompany



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

Date: January 13, 2020
To: Honorable Board of Supervisors
From: David Hollister, District Attorney
Agenda: Item for February 4, 2020

Recommendation:

- A. The District Attorney requests the approval of a Supplemental Budget for the Alternative Sentencing Program with funding of a grant from Plumas Superior Court of \$7,496.00.
- B. Request is also made for approval of the MOU with Plumas Superior Court for this Grant. The MOU has been approved as to form by County Counsel.

Background and Discussion

The Plumas Superior Court has received a grant from the California Administrative Office of the Courts for \$14,952.00 and the Court has opted to award the entirety of this funding to the Alternative Sentencing Program for drug testing, educational and recovery materials for clients.

The grant funding is allocated for workbooks, recovery materials, videos and other media for use by case management staff in working with defendants through the Pretrial Release and DA Diversion programs, both of which are designed to reduce recidivism and promote recovery from addiction. Also funded with this grant are items to assist defendants in meeting basic needs that allow them to make and keep appointments, i.e. bus passes, food etc., and the purchasing of drug testing supplies to maintain a level of accountability.

The amount originally budgeted matched last year's award, however this year the award increased by \$7,496.00. Please approve the supplemental budget request for the unanticipated award increase.

MEMORANDUM OF UNDERSTANDING BETWEEN THE
PLUMAS SUPERIOR COURT
AND THE
COUNTY OF PLUMAS – DISTRICT ATTORNEY'S OFFICE

THIS AGREEMENT is between the Plumas Superior Court of the State of California (hereinafter "Court") and the District Attorney's Office of the County of Plumas, a political subdivision of the State of California (hereinafter "County").

This Agreement is made with reference to the following facts and circumstances.

- Plumas Superior Court has been awarded a grant from the Judicial Council of California (hereinafter JCC) entitled Collaborative Justice Courts Substance Abuse Focus Grant Program in the amount of \$14,952.00 for Fiscal Year 2019-20 and desires to assign these grant funds to the Alternative Sentencing Program within the District Attorney's Office.

NOW, THEREFORE, the parties agree as follows:

1. The Alternative Sentencing Program within the District Attorney's Office may obtain reimbursement from Plumas Superior Court for use in supplying educational and recovery materials, incentive items and instant drug tests for clients of the Plumas County Adult Substance Abuse Treatment Court.
2. Upon approval of this MOU, the District Attorney will budget the funds within the Alternative Sentencing Program budget unit and have such funding approved for expenditure by the Board of Supervisors.
3. The Alternative Sentencing Manager will compile a list of purchases to be made using these funds and will have the list approved by the Plumas Superior Court Presiding Judge and the Treatment Team prior to ordering.
4. The Alternative Sentencing Manager (hereinafter ASM) will provide the required final Progress Report to the Court Executive Officer on or before July 31, 2020. The first Progress Report will be provided by the ASM to the Court Executive Officer prior to the February 28, 2020 due date.
5. After the purchases are made, complete invoice copies will be provided to the Court Executive Officer for reimbursement for the approved items by the Court to the Alternative Sentencing Program subject to the approval of the progress reports by the Judicial Council of California and the receipt of grant monies by the Court.
6. The Court will obtain the grant funding from JCC for the Collaborative Justice Courts Substance Abuse Focus Grant Program and will reimburse the Alternative Sentencing Program for items benefitting only the clients of

the Community Justice Court (CJC) when such funds are received by the Court.

7. Deborah Norrie, Court Executive Officer shall administer this Agreement on behalf of the Court; David Hollister, District Attorney shall administer this Agreement on behalf of County.
8. Any notices to be given under this Agreement shall be given as follows by either personal delivery or by United States Postal Service first class mail:

To Court:
Deborah W. Norrie
Court Executive Officer
Plumas Superior Court
520 Main Street, Room 104
Quincy CA 95971

To County:
David Hollister
District Attorney
County of Plumas
520 Main Street, Room 404
Quincy CA 95971

9. This Agreement contains the entire agreement of the parties with regard to the subject matter addressed herein.
10. Any changes, amendments, or modifications of this Agreement shall be in writing and signed by each of the parties.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
12. This Agreement is the result of the mutual discussions of the parties, and shall be construed fairly, and not for or against any party.

Signatures:

For the Court:

Plumas Superior Court

By _____
Deborah W. Norrie

Court Executive Officer

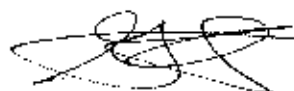
For the County:

County of Plumas

By  _____
David Hollister

Plumas County District Attorney

Approved as to Form:

 1/21/2020

Deputy County Counsel



Alliance for Workforce Development, Inc.
7 Quincy Junction Road
Quincy, CA 95971
Main: (530) 283-1606
Fax: (530) 283-1199
Email vbourque@ncen.org

Plumas County Board of Supervisors – February 4, 2020

Discussion Paper:

Briefing on the Alliance for Workforce Development, Inc. operations in Plumas County

1. Purpose: It is my pleasure to update the Board on activities at the Alliance for Workforce Development Plumas County One Stop. We are Plumas County's America's Job Center of California (AJCC) provider. Our mission is to provide Businesses and Workers a common access point for employment, training, and other Workforce Services. AFWD delivers federal and state Workforce Innovation and Opportunity Act (WIOA) programs to Adults, Dislocated Workers, and Youth in Plumas County.

2. Discussion: AFWD is one of four service providers for the Northern Rural Training and Employment Consortium (NoRTEC). We provide workforce development programs and services in six of NoRTEC's 11 counties; Plumas, Butte, Lassen, Modoc, Nevada, and Sierra. As an AJCC, we maintain a "business first" philosophy, as embraced by NoRTEC and by WIOA legislation. This philosophy emphasizes focus on employer outreach and requires that businesses be in the forefront of our service delivery models.

I would like to thank Supervisor Thrall, who continues to represent Plumas County on the NoRTEC Governing Board.

Staff continue to work with local businesses and jobseekers to ensure that employers find the most qualified individuals for the job, and workers obtain sustainable, long term employment. All efforts are tied to enhancing workforce development, promoting economic vitality, and fostering a *stable and prosperous business community* throughout Plumas County.

- Employment Numbers at a Glance:**

As of December 2019, the National Unemployment Rate was 3.5%, the lowest single month since May 1969.

The California Unemployment Rate was 3.9%, continuing a trend from recent months. Plumas County's December Unemployment Rate was 7.8%. This number is up from 6% in November, but down from 8.5% in December 2018.

These numbers represent the unique challenges faced in rural counties affected by severe weather conditions and seasonal employment opportunities. AFWD remains focused on aligning our skills trainings, educational programs, and other jobseeker services, with the staffing needs of employers who have current openings, to maximize our impact on local employment conditions.

- **Plumas County Customers Served July 1 – December 31, 2019**

From July 1 through December 31 the AFWD Plumas County One Stop served a total of **1,711 individuals**.

We supported **64 Unique Businesses** with **423 individual services** including: Managed Recruitment, Job Postings, Labor Market Information, HR Support, Rapid Response Layoff Assistance, and Interview/Meeting Space. These numbers indicate that multiple contact points and services are being offered to our employer partners. This aligns with the WIOA goal of long-term relationships with employers, and depth of service to better understand and respond to workforce needs.

So far in Program Year 19-20, **Three businesses** have utilized our WIOA On the Job Training (OJT) program, with **\$26,967** having been reimbursed to these employers in training wages.

Our Business Service Staff continues to develop new business partnerships to facilitate new employment and On the Job Training opportunities for Plumas County jobseekers.

3. Program Highlights:

Business Services: In Fall of 2019, AFWD assisted Grocery Outlet in East Quincy with hiring activities in advance of its **November 7 Grand Opening**. AFWD staff assisted Grocery Outlet with recruitment, candidate screening, and promotional activities in the community, as well as a hiring fair. This business opening and AFWD's partnership with Grocery Outlet resulted in the hire of 35 individuals from September to November 2019. AFWD Business Services partnered with several local service providers to enhance the quality and reach of our service to Plumas County Businesses. On October 29 we offered a presentation on our Employer Services at the Sierra Small Business Development Center (SBDC) Small Business Workshop at Feather River College. On October 10, AFWD Staff attended a Cultural Competency Workshop provided by Plumas Rural Services. On December 4, Business Service Staff from AFWD Plumas County attended a 2020 Labor Law Update Workshop in Chico, CA, to ensure we are equipped with the latest changes and updates to California Labor Law, for the benefit of our Plumas County Business Partners.

Adult/Dislocated Worker/Youth Programs-Training and Supportive Services:

AFWD Career Center Advisors support individuals through various client assessments and career exploration processes and assist them in attending classroom training and internships. For reporting period of July 1 – December 31, 2019 **four** Plumas County clients are participating in subsidized training programs resulting in **\$608** spent in training programs for this period.

With assistance from AFWD Career Advisors, **Three AFWD Clients** in Plumas County have entered WIOA On the Job Training placements, at employers such as Plumas District Hospital, Plumas County Sheriff, and Flannigan Leavitt Insurance.

AFWD also helped numerous Plumas County residents with job search, resumes, and interview preparation which resulted in direct-hires at businesses such as Friden Optometry, Grocery Outlet, and Plumas Bank.

Regional and Countywide Partnerships and Initiatives: AFWD continues to expand, strengthen and develop partnerships in Plumas County to encourage workforce and economic vitality. In Program year 19-20 we have maintained active involvement with the **Plumas HealthCare Collaborative**, a countywide taskforce of Healthcare and Education professionals gathered in a continued effort to identify employer workforce and training needs. AFWD offers expertise and perspective on the staffing and skill needs of Plumas County Healthcare Providers. This sector collaborative also includes representatives from Plumas District Hospital, Seneca Healthcare District, Plumas County Health and Social Services, Feather River College, Butte College, and the Northern Rural Training and Employment Consortium (NoRTEC). We also partner in economic and development initiatives such as the Lake Almanor Area Chamber of Commerce **Team Almanor**, **The Quincy Chamber of Commerce**, **the Eastern Plumas Chamber**, and the **Indian Valley Chamber**. We continue to collaborate with the government, nonprofit, and education sectors through partnerships with **Feather River College**, **Plumas County**, **Feather River Adult Education Consortium**, and the **Sierra Small Business Development Center (SBDC)**.

4. **Conclusion:** AFWD is pleased to continue offering Workforce Development services in Plumas County and to provide critical services to businesses and job seekers. As Plumas County's America's Job Center of California, our mission is to enhance economic vitality by creating a skilled, job-ready workforce and a stable and prosperous business community throughout Plumas County. We appreciate our partners in the education, public, and private sectors who help make our mission possible, and we appreciate the Board for giving us an opportunity to present today.

For more information about AFWD activities, please visit our website, www.afwd.org and click on CC Reports. Here you will find quarterly reports for each of AFWD's service counties, and highlights of our work with the community. If you have any questions, please feel free to contact me at (530) 283-1606.

Thank you for your time.

Valerie Bourque
Business Service Representative



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

DATE: February 4, 2020
TO: Honorable Board of Supervisors
FROM: Charles White
Director of Building Services

SUBJECT: Request to adopt amendments to the Ordinance of the County of Plumas, State of California, amending Chapter 8 of Title 5 (Public Welfare) of the Plumas County Code (Abandoned, Wrecked, Dismantled or Excess Inoperable Vehicles)

PUBLIC HEARING:

Introduce and waive first reading of ordinance amending Plumas County Code Chapter 8 of Title 5 (Abandoned, Wrecked, Dismantled or Excess Inoperable Vehicles) to bring the Ordinance current and into compliance with State and California Highway Patrol regulations.

BACKGROUND:

The original Ordinance for abatement of vehicles was adopted August 6th of 2005. Since that time changes have been made on the State level, and the current ordinance is no longer in compliance with State regulations. The Code Enforcement Division of Building Services has been dealing with a large number of abandoned and excess inoperable vehicles. Vehicle abatement has been a challenge within the county for a number of years due to the inconsistent access to a dismantling facility that can meet the requirements of the Abandoned Vehicle Abatement Program. The Vehicle Abatement Service Authority has been working on this problem for over a year and we are now in the position with the inclusion of a new State-licensed dismantler within the county to be able to vigorously deal with vehicle abatement. Language of the ordinance, periods of time, and additional ordinance references contained within the ordinance have been corrected and are now in compliance with State regulations to be able to move forward with reinstitution of the Vehicle Abatement Program.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'C. White', is written over a horizontal line.

Charles White
Director of Building Services
County of Plumas

ORDINANCE NO. 2020-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING
ORDINANCE NO. 05-1033, CHAPTER 8 OF TITLE 5 (PUBLIC WELFARE) OF THE PLUMAS
COUNTY CODE BY AMENDING CERTAIN SECTIONS OF CHAPTER 8 OF TITLE 5 OF THE
PLUMAS COUNTY CODE**

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

SECTION 1.

Chapter 8 "Abandoned, Wrecked, Dismantled, or Excess Inoperable Vehicles" of Title 5 of the Plumas County Code are adopted and amended as set forth in Exhibit "A".

SECTION 2.

This ordinance shall become effective 30 days from the date of final passage.

SECTION 3. Codification

This ordinance shall be codified.

SECTION 4. Publication

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) 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*, *Indian Valley Record*, *Chester Progressive*, and *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the ____ day of _____, 2019, and passed and adopted on the ____ day of _____, 2019 by the following vote:

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

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

Exhibit "A"

Sec. 5-8.01. - Findings and determinations.

In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Board hereby makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, except as expressly permitted by the provisions of this chapter or the provisions of Chapter 2, of Title 9, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.02. - Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

Abandoned shall mean the status of a vehicle or part thereof when the vehicle owner has ceased to assert or exercise any interest, right or title therein either intent to resume or reassert such interest, right or title.

Dismantled shall mean the condition of a vehicle which has been taken apart, or to pieces, and/or stripped, or otherwise deprived of any of its integral parts or equipment.

Excess inoperable shall mean the presence upon a single parcel or combination of adjoining parcels under the same ownership of more than one unregistered or inoperable vehicle, except as provided by Sections 5051 et seq. of the Vehicle Code of the State or as otherwise exempted by Section 5-8.03 of this chapter.

Highway shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" shall include street

Inoperable shall mean a vehicle or part thereof which cannot be moved under its own power or cannot be operated lawfully on a public street or highway within this state, due to removal of, damage to, deterioration of, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield, or any other component part necessary for such movement or lawful operation, except an unregistered vehicle.

Owner of the land shall mean the owner of the land on which the vehicle, or parts thereof, is located as shown on the last equalized assessment roll.

Owner of the vehicle shall mean the last registered owner and legal owner of record.

Exhibit "A"

Private Property shall mean property that belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another, such as houses, lands, vehicles, etc.

Public Property shall mean land owned by government or a community and used by the general public

Unregistered shall mean a vehicle subject to registration by the California Department of Motor Vehicles which is not lawfully registered in a manner recognized in California, another state, or the United States.

Vehicle shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

Wrecked shall mean the condition of a vehicle which consists of disordered or broken remains, or which has been brought to a physically impaired or unsound condition, or other ruinous state by reason of collision, crash, or other forceful impact.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.03. - Exceptions.

The provisions of this chapter shall not apply to:

(a) A vehicle, or parts thereof, which is completely enclosed within a building in a lawful manner where such vehicle, or parts thereof, is not visible from the street or other public or private property; or

(b) A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a lawful junk yard, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

The provisions of this section shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code of the State and this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.04. - Administration and enforcement.

Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the Plumas County Code Enforcement Office. In the enforcement of the provisions of this chapter, County Code Enforcement Officers may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle, and to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.05. - Right of entry of certain persons.

Exhibit "A"

When the Board or the Code Enforcement Office has contracted with, or the Board has granted a franchise to, any person, such person shall be authorized to enter upon private or public property to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.06. - Administrative costs.

Administrative costs for enforcement of Chapter 8, of Title 5 of the Plumas County Code, will be assessed pursuant to the Fee Schedule of the Code Enforcement Office as approved, and from time to time amended, by the Board.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.07. - Authority to remove.

The provisions of this chapter shall apply to those abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property within the County which are referred to the Code Enforcement Office as being in violation of County or State codes.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.08. - Notices of intention to abate and remove.

A not less than ten-day Notice of Violation or Order to Abate Violation stating the intent of the Enforcement Agency to abate and remove a vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owners of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership, or ownership cannot be established by the records of the Department of Motor Vehicles. Such nuisance may be summarily abated where failure to do so would perpetuate an immediate threat to life or safety, with required notification to be mailed by registered or certified mail as soon as practicable following such abatement. Where nuisances are summarily abated, the time for noticing an appeal shall be ten (10) days from the mailing of the Notice or Order. The Notice or Order shall be substantially as described for Notices of Violation and Abatement Orders in Chapter 15 of Title 8, and in a form approved by the Plumas County Counsel and shall, as a minimum, specify:

- (a) The date of such Notice or Order, and
- (b) The name, address and telephone number of the enforcement agency, and
- (c) The owner's name and mailing address and the address and assessor's parcel number of the property upon which the violation has been determined to exist, and
- (d) The name and address of the registered owner and legal owner of the vehicle, if identified, and
- (e) A description of the conditions of the violation to be abated including a description of the nuisance vehicle and registration or identification number, if present, and
- (f) The specific code(s) violated, and
- (g) An order that the property owner abate the violation by the removal of said vehicle (or said parts of a vehicle) within the time period specified and, notice that upon failure to do

Exhibit "A"

so, the same will be abated and removed by the Enforcement Agency, and the costs thereof, together with administrative fees, will be assessed to the owner of the land on which said violation is located, unless exempted, and

- (h) A statement that the property owner may submit a sworn written statement within the compliance period specified, denying responsibility for the presence of said vehicle (or said parts of a vehicle) with the reasons for denial and such statement shall be construed as an appeal of the Notice or Order at which said owner's presence is not required, and
- (i) A statement that either the vehicle registered or legal owner or the property owner may appeal the Notice or Order within the compliance period specified and appear in person at any appeal hearing conducted or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at any appeal hearing, and that failure to appeal will result in Enforcement Agency abatement without any such hearing, and
- (j) The name, signature and date of the authorized issuer and issuance of the Notice or Order.

No notice of intention to abate and remove a vehicle (or parts thereof) shall be issued where exempted by the provisions of item (c) of Section 22661, of the California Vehicle Code. However, prior to final disposition of vehicles described by Vehicle Code Section 22661(c), the County shall provide notice to the registered and legal owners of intent to dispose of the vehicle or part, and if the vehicle or part is not claimed and removed within twelve (12) days after the notice is mailed, final disposition may proceed.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.09. - Appeal hearings: Notices.

Upon a request by the registered or legal owner of the vehicle or owner of the land received by the Code Enforcement Office or Office of the County Counsel within the compliance period specified in the Notice or Order, an appeal hearing shall be held before the Board on the question of the abatement and removal of the vehicle, or parts thereof, as an abandoned, wrecked, dismantled, or excess inoperable vehicle and the assessment of the administrative fees and the costs of removal of the vehicle, or parts thereof, against the property on which the vehicle, or parts thereof, is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within the compliance period, such statement shall be construed as a request for an appeal hearing which does not require his presence. Notice of the hearing shall be mailed by registered or certified mail at least thirty (30) days before the hearing to the owner of the land and to the registered and legal owners of the vehicle, if identified. If such request is not received within the compliance period in the Notice or Order, the Enforcement Agency shall have the authority to abate and remove the vehicle, or parts thereof, as a public nuisance without a hearing.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.10. - Appeals: Appeal hearings: Determinations.

All appeal hearings held pursuant to the provisions of this chapter shall be held before the Board, or alternate appeal board, in the manner and form specified in Chapter 18 of Title 8, which shall hear all facts and testimony deemed pertinent. Such facts and testimony may include

Exhibit "A"

testimony on the condition of the vehicle, or parts thereof, and the circumstances concerning its location on private or public property. The appeal hearing shall not be limited by the technical rules of evidence. The owner of the land on which the vehicle is located may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The Appeal Board may impose such conditions and take such other action appropriate under the circumstances to carry out the provisions of this chapter. The Board may delay the time for removal of the vehicle, or parts thereof, if, in its opinion, the circumstances so justify. At the conclusion of the hearing, the Appeal Board may find that a vehicle, or parts thereof, has been abandoned, wrecked, dismantled, or is an excess inoperable vehicle on private or public property and order the same removed from the property as a public nuisance and disposed of as provided in this chapter, and determine the administrative fees and the cost of removal. The order requiring removal shall include a description of the vehicle, or parts thereof, and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the Appeal Board shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation but does not appear, such person shall be notified in writing of the decision.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.11. - Reserved.

Editor's note— Ord. No. 05-1033, § 1, adopted August 16, 2005, repealed § 5-8.11, which derived from Ord. 73-1, § 1, effective July 5, 1973. See § 5-8.10 for provisions relating to appeals.

Sec. 5-8.12. - Abatement.

Ten (10) days after the adoption of the order declaring the vehicle, or parts thereof, to be a public nuisance, or ten (10) days after the date of the mailing of the notice of the decision, if such notice is required by the provisions of Section 5-8.10 of this chapter, the vehicle, or parts thereof, may be disposed of by removal to an automobile dismantler's yard, scrap yard, junk yard or other site authorized by Section 22662 of the Vehicle Code. . After a vehicle has been removed, it shall not thereafter be reconstructed or made operable unless the exception stated in Vehicle Code Section 22661(f) applies.

Any vehicle whose owner cannot be identified may be removed with the written permission of the property owner and without any of the other procedures required by Sections 5-8.08 through 5-8.10 of this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973, as amended by § 1, Ord. 75-125, eff. October 12, 1975; and § 1, Ord. 05-1033, adopted August 16, 2005)

Exhibit "A"

Sec. 5-8.13. - Abatement: Notices.

Within five (5) days after the date of the removal of the vehicle, or parts thereof, notice shall be given to the Department of Motor Vehicles of the State identifying the vehicle, or parts thereof, removed. At the same time there shall be transmitted to the Department of Motor Vehicles of the State any evidence of registration available, including registration certificates, certificates of title, and license plates.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.14. - Assessment of costs.

Administrative fees and costs of removal shall be billed to the owner of the parcel whereon the abatement occurred, together with a demand for payment within forty-five (45) days of the mailing of such billing and demand, pursuant to Section 5-8.10 of this chapter. Such billing shall be by registered or certified mail. If such fees and costs are not paid in full within said forty-five (45) days, the sum of such fees and costs will be assessed against the parcel of land pursuant to the provisions of Section 38773.5 of the Government Code of the State and shall be transmitted to the Treasurer for collection. Such assessment shall accrue interest at the rate of six and one-half percent (6.5%) per annum, or such other rate as from time to time determined by the Board, until paid. Such assessment shall have the same priority as other County taxes.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.15. - Violations: Failure to comply.

- (a) It shall be unlawful for any person, without the permission of the owner of the real property, to abandon, park, store, or leave, or permit the abandonment, parking, storing, or leaving of, any licensed or unlicensed vehicle, or part thereof, which is in an abandoned, wrecked, dismantled; or inoperable condition upon any private property or public property, including county highways, streets and roads, and State highways under jurisdiction of the California Highway Patrol, within the County. This prohibition is not applicable where such vehicle, or part thereof, is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, licensed tow service or a junk yard.
- (b) It shall be a violation to fail to comply with any Notice of Violation or Order to Abate Violation lawfully issued pursuant to the provisions of Chapter 8, of Title 5.
- (c) A violation of any provision of Chapter 8, of Title 5, has the effect of being a civil wrong or inequity that is in the nature of a nuisance. Moreover, any person violating any provision of this chapter shall be guilty of a misdemeanor or infraction, and may be charged with either a misdemeanor or an infraction in the discretion of the arresting officer. In addition, the Court shall be granted discretion to reduce a misdemeanor to an infraction if it determines such action is in the interests of justice. Provisions of this chapter may be enforced by any peace officer as defined by the California Penal Code, County Code Enforcement Officers, authorized to issue citations and make arrests, and County Code Compliance Officials, except that County Code Enforcement Officers and Code Compliance Officials shall only enforce violations occurring upon State highways when requested by the California Highway

Exhibit "A"

Patrol. The County may seek any and all enforcement remedies that its Code Compliance Officials find appropriate and in the public interest to protect the health, safety and welfare of the People of Plumas County.

- (d) Any person convicted of a violation of this section shall provide proof that the costs of removal and disposition of the vehicle(s) abated have been paid or reimbursed.
 - (e) Proof that the costs of removal and disposition of the vehicle have been paid or reimbursed shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court.
 - (f) If a vehicle is abandoned in violation of Section 5-8.15(a) and is not redeemed after impound, the last registered owner is guilty of an infraction. In addition to any other penalty, the registered owner shall be liable for any deficiency remaining after disposal of the vehicle under Section 3071 or 3072 of the Civil Code or Vehicle Code Section 22851.10.
 - (1) The filing of a report of sale or transfer of the vehicle pursuant to Vehicle Code Section 5602, the filing of a vehicle theft report with a law enforcement agency, or the filing of a form or notice with the California Department of Motor Vehicles pursuant to Vehicle Code subdivision (b) of Section 4456 or Section 5900 or 5901 relieves the registered owner of liability under this subdivision.
 - (g) The abandonment of any vehicle in a manner as provided in this Section 5-8.15 shall constitute a prima facie presumption that the last registered owner of record is responsible for the abandonment and is thereby liable for the cost of removal and disposition of the vehicle.
 - (1) An owner who has made a bona fide sale or transfer of a vehicle and has delivered possession of the vehicle to a purchaser may overcome this presumption by demonstrating that he or she has complied with Vehicle Code Section 5900 or providing other proof satisfactory to the court.
 - (h) Costs of vehicle removal and storage as referenced herein shall be limited to the cumulative total of the actual costs of removal, the actual costs of disposal including transportation, and no more than ten (10) days' storage charges by the tow service removing the vehicle, together with Code Enforcement fees and costs as applicable.
- (§ 1, Ord. 73-24, eff. November 15, 1973; § 1, Ord. 05-1033, adopted August 16, 2005; and § 1(Exh. A), Ord. 06-1049, adopted August 8, 2006)

Sec. 5-8.16. - Cumulative enforcement remedies.

The enforcement remedies available to the Code Compliance Officials under the laws of California and Plumas County shall be cumulative. Such remedies include, but are not limited to, the following:

- (a) Injunctive relief or nuisance abatement orders granted in judicial proceedings;
- (b) Summary abatement of a nuisance by order of the Code Compliance Officials or Board of Supervisors, as authorized by state law, when a nuisance constitutes an immediate threat to public health or safety;
- (c) Criminal penalties by infraction citations issued by Code Compliance Officials for violations not expressly designated as misdemeanors, as is set forth in Section 1-2.01 of Title 1 of the Plumas County Code;
- (d) Misdemeanor criminal penalties;
- (e) Civil penalties or fines imposed by administrative order or court judgment, pursuant to California Government Code Section 53069.4;

Exhibit "A"

- (f) Recovery of the administrative and physical costs of nuisance abatement pursuant to California Government Code Section 25845(b); and recovery of any fee, cost, or charge as provided by Government Code Section 54988;
- (g) Recovery of attorney's fees by the prevailing party in any action, administrative proceeding, or special proceeding, in which the County elects at the initiation of the action or proceeding to seek to recover its attorney's fees, pursuant to California Government Code Section 25845(c); and
- (h) Recovery of treble costs of abatement upon entry of a second or subsequent civil or criminal judgment within a two-year period, pursuant to California Government Code Section 25845.5, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, so long as the judgment finds that the condition may be abated in accordance with an ordinance enacted pursuant to Section 25845.

(§ 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.17. - Continuing violations: Each day being a separate violation.

After any person who is responsible for a violation of any provision in Chapter 8, of Title 5 has been given notice of the violation, and such person does not comply or otherwise correct the violation within the time prescribed in the notice, then from that day forward, the continuing violation shall be deemed to be a separate offense on each and every day that the violation persists. A person who knowingly commits or suffers the continuing violation shall be guilty of a separate offense each and every day that the violation persists.

(§ 1, Ord. 05-1033, adopted August 16, 2005)

CHAPTER 8. - ABANDONED, WRECKED, DISMANTLED, OR EXCESS INOPERABLE VEHICLES

Sec. 5-8.01. - Findings and determinations.

In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Board hereby makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property, ~~not including highways~~, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or excess inoperable vehicle, or parts thereof, on private or public property, ~~not including highways~~, except as expressly permitted by the provisions of this chapter or the provisions of Chapter 2, of Title 9, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.02. - Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

Abandoned shall mean the status of a vehicles or part thereof when the vehicle owner has ceased to assert or exercise any interest, right or title therein either intent to resume or reassert such interest, right or title.

Dismantled shall mean the condition of a vehicle which has been taken apart, or to pieces, and/or stripped, or otherwise deprived of any of its integral parts or equipment.

Excess inoperable shall mean the presence upon a single parcel or combination of adjoining parcels under the same ownership of more than one unregistered or inoperable vehicle, except as provided by Sections 5051 et seq. of the Vehicle Code of the State or as otherwise exempted by Section 5-8.03 of this chapter.

Highway shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" shall include street.

Inoperable shall mean a vehicle or part thereof which cannot be moved under its own power or cannot be operated lawfully on a public street or highway within this state, due to removal of, damage to, deterioration of, or inoperative condition of any component part or the lack of an engine, transmission, wheels, tires, doors, windshield, or any other component part necessary for

~~such movement or lawful operation, operated due to the absence of a motor, transmission or wheels, is incapable of being towed, or has damage or other defect which would prohibit its lawful operation upon a public highway, except an unregistered vehicle.~~

Owner of the land shall mean the owner of the land on which the vehicle, or parts thereof, is located as shown on the last equalized assessment roll.

Owner of the vehicle shall mean the last registered owner and legal owner of record.

~~Public property shall not include "highway".~~

Private Property shall mean property that belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another, such as houses, lands, vehicles, etc.

Public Property shall mean land owned by government or a community and used by the general public

Unregistered shall mean a vehicle subject to registration by the California Department of Motor Vehicles which is not lawfully registered in a manner recognized in California, another state, or the United States.

Vehicle shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

Wrecked shall mean the condition of a vehicle which consists of disordered or broken remains, or which has been brought to a physically impaired or unsound condition, or other ruinous state by reason of collision, crash, or other forceful impact.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.03. - Exceptions.

The provisions of this chapter shall not apply to:

- (a) A vehicle, or parts thereof, which is completely enclosed within a building in a lawful manner where such vehicle, or parts thereof, is not visible from the street or other public or private property; or
- (b) A vehicle, or parts thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a lawful junk yard, or when such storage or parking is necessary to the operation of a lawful conducted business or commercial enterprise.

The provisions of this section shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code of the State and this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.04. - Administration and enforcement.

Except as otherwise provided in this chapter, the provisions of this chapter shall be administered and enforced by the Plumas County Code Enforcement Office. In the enforcement of the provisions of this chapter, County Code Enforcement Officers may enter upon private or public property to examine a vehicle, or parts thereof, or obtain information as to the identity of a vehicle, and to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the ~~previsien's~~provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.05. - Right of entry of certain persons.

When the Board or the Code Enforcement Office has contracted with, or the Board has granted a franchise to, any person, such person shall be authorized to enter upon private or public property to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to the provisions of this chapter.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.06. - Administrative costs.

Administrative costs for enforcement of Chapter 8, of Title 5 of the Plumas County Code, will be assessed pursuant to the Fee Schedule of the Code Enforcement Office as approved, and from time to time amended, by the Board.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.07. - Authority to remove.

The provisions of this chapter shall apply to those abandoned, wrecked, dismantled, or excess inoperable vehicles, or parts thereof, on private or public property within the County which are referred to the Code Enforcement Office as being in violation of County or State codes.

(§ I, Ord. 73-1, eff. July 5, 1973; and § I, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.08. - Notices of intention to abate and remove.

A ~~thirty-day~~not less than ten-day Notice of Violation or Order to Abate Violation stating the intent of the Enforcement Agency to abate and remove a vehicle, or parts thereof, as a public nuisance shall be mailed by registered or certified mail to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owners of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership, or ownership cannot be established by the records of the Department of Motor Vehicles. Such nuisance may be summarily abated where failure to do so would perpetuate an immediate threat to life or safety, with required notification to be mailed by registered or certified mail as soon as practicable following such abatement. Where nuisances are summarily abated, the time for noticing an appeal shall be ~~ten (10) thirty (30)~~ days from the mailing of the Notice or Order. The Notice or Order shall be substantially as described for Notices of Violation and Abatement Orders in Chapter ~~4-15~~ of Title 8, and in a form approved by the Plumas County Counsel and shall, as a minimum, specify:

- (a) The date of such Notice or Order, and
- (b) The name, address and telephone number of the enforcement agency, and
- (c) The owner's name and mailing address and the address and assessor's parcel number of the property upon which the violation has been determined to exist, and
- (d) The name and address of the registered owner and legal owner of the vehicle, if identified, and
- (e) A description of the conditions of the violation to be abated including a description of the nuisance vehicle and registration or identification number, if present, and
- (f) The specific code(s) violated, and
- (g) An order that the property owner abate the violation by the removal of said vehicle (or said parts of a vehicle) within the time period specified and, notice that upon failure to do so, the same will be abated and removed by the Enforcement Agency, and the costs thereof, together with administrative fees, will be assessed to the owner of the land on which said violation is located, unless exempted, and
- (h) A statement that the property owner may submit a sworn written statement within the compliance period specified, denying responsibility for the presence of said vehicle (or said parts of a vehicle) with the reasons for denial and such statement shall be construed as an appeal of the Notice or Order at which said owner's presence is not required, and
- (i) A statement that either the vehicle registered or legal owner or the property owner may appeal the Notice or Order within the compliance period specified and appear in person at any appeal hearing conducted or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at any appeal hearing, and that failure to appeal will result in Enforcement Agency abatement without any such hearing, and
- (j) The name, signature and date of the authorized issuer and issuance of the Notice or Order.

No notice of intention to abate and remove a vehicle (or parts thereof) shall be issued where exempted by the provisions of Item (c) of Section 22661, of the California Vehicle Code. However, prior to final disposition of vehicles described by Vehicle Code Section 22661(c), the County shall provide notice to the registered and legal owners of intent to dispose of the vehicle or part, and if the vehicle or part is not claimed and removed within twelve (12) days after the notice is mailed, final disposition may proceed.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.09. - Appeal hearings: Notices.

Upon a request by the registered or legal owner of the vehicle or owner of the land received by the Code Enforcement Office or Office of the County Counsel within the compliance period specified in the Notice or Order, an appeal hearing shall be held before the Board on the question of the abatement and removal of the vehicle, or parts thereof, as an abandoned, wrecked, dismantled, or excess inoperable vehicle and the assessment of the administrative fees and the costs of removal of the vehicle, or parts thereof, against the property on which the vehicle, or parts thereof, is located.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land within the compliance period, such statement shall be construed as a request for an appeal hearing which does not require his presence. Notice of the hearing shall be mailed by registered or certified mail at least thirty (30) days before the hearing to the owner of the land and to the registered and legal owners of the vehicle, if identified. If such

request is not received within the compliance period in the Notice or Order, the Enforcement Agency shall have the authority to abate and remove the vehicle, or parts thereof, as a public nuisance without a hearing.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.10. - Appeals: Appeal hearings: Determinations.

All appeal hearings held pursuant to the provisions of this chapter shall be held before the Board, or alternate appeal board, in the manner and form specified in Chapter 18 of Title 8, which shall hear all facts and testimony deemed pertinent. Such facts and testimony may include testimony on the condition of the vehicle, or parts thereof, and the circumstances concerning its location on private or public property. The appeal hearing shall not be limited by the technical rules of evidence. The owner of the land on which the vehicle is located may appear in person at the hearing, or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his reasons for such denial.

The Appeal Board may impose such conditions and take such other action appropriate under the circumstances to carry out the provisions of this chapter. The Board may delay the time for removal of the vehicle, or parts thereof, if, in its opinion, the circumstances so justify. At the conclusion of the hearing, the Appeal Board may find that a vehicle, or parts thereof, has been abandoned, wrecked, dismantled, or is an excess inoperable vehicle on private or public property and order the same removed from the property as a public nuisance and disposed of as provided in this chapter, and determine the administrative fees and the cost of removal. The order requiring removal shall include a description of the vehicle, or parts thereof, and the correct identification number and license number of the vehicle, if available at the site.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the owner of the land and that he has not subsequently acquiesced in its presence, the Appeal Board shall not assess the costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such owner of the land.

If the owner of the land submits a sworn written statement denying responsibility for the presence of the vehicle on his land but does not appear, or if an interested party makes a written presentation but does not appear, such person shall be notified in writing of the decision.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. No. 05-1033, adopted August 16, 2005)

Sec. 5-8.11. - Reserved.

Editor's note— Ord. No. 05-1033, § 1, adopted August 16, 2005, repealed § 5-8.11, which derived from Ord. 73-1, § 1, effective July 5, 1973. See § 5-8.10 for provisions relating to appeals.

Sec. 5-8.12. - Abatement.

~~Section 5-8.12. (10) That, (10) days after the adoption of the order declaring the vehicle, or parts thereof, to be a public nuisance, or (10) to (10) days after the date of the mailing of the notice of the decision, if such notice is required by the provisions of Section 5-8.10 of this chapter, the vehicle, or parts thereof, may be disposed of by removal to an automobile dismantler's yard,~~

scrap yard, junk yard or any other lawful site other site authorized by Section 22602 of the Vehicle Code. After a vehicle has been removed, it shall not thereafter be reconstructed or made operable unless the exception stated in Vehicle Code Section 22661(f) applies.

Any vehicle whose owner cannot be identified may be removed with the written permission of the property owner and without any of the other procedures required by Sections 5-8.08 through 5-8.10 of this chapter.

(§ 1, Ord. 73-1, eff. July 5, 1973, as amended by § 1, Ord. 75-125, eff. October 12, 1975; and § 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.13. - Abatement: Notices.

Within five (5) days after the date of the removal of the vehicle, or parts thereof, notice shall be given to the Department of Motor Vehicles of the State identifying the vehicle, or parts thereof, removed. At the same time there shall be transmitted to the Department of Motor Vehicles of the State any evidence of registration available, including registration certificates, certificates of title, and license plates.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.14. - Assessment of costs.

Administrative fees and costs of removal shall be billed to the owner of the parcel whereon the abatement occurred, together with a demand for payment within forty-five (45) days of the mailing of such billing and demand, pursuant to Section 5-8.10 of this chapter. Such billing shall be by registered or certified mail. If such fees and costs are not paid in full within said forty-five (45) days, the sum of such fees and costs will be assessed against the parcel of land pursuant to the provisions of Section 38773.5 of the Government Code of the State and shall be transmitted to the Treasurer for collection. Such assessment shall accrue interest at the rate of six and one-half percent (6.5%) per annum, or such other rate as from time to time determined by the Board, until paid. Such assessment shall have the same priority as other County taxes.

(§ 1, Ord. 73-1, eff. July 5, 1973; and § 1, Ord. 05-1033, adopted August 16, 2005)

Sec. 5-8.15. - Violations: Failure to comply.

- (a) It shall be unlawful for any person, without the permission of the owner of the real property, to abandon, park, store, or leave, or permit the abandonment, parking, storing, or leaving of, any licensed or unlicensed vehicle, or part thereof, which is in an abandoned, wrecked, dismantled; or inoperable condition upon any private property or public property, including county highways, streets and roads, and State highways under jurisdiction of the California Highway Patrol, within the County. This prohibition is not applicable where such vehicle, or part thereof, is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, or unless such vehicle is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, licensed tow service or a junk yard.
- (b) It shall be a violation to fail to comply with any Notice of Violation or Order to Abate Violation lawfully issued pursuant to the provisions of Chapter 8, of Title 5.

- (c) A violation of any provision of Chapter 8, of Title 5, has the effect of being a civil wrong or iniquity that is in the nature of a nuisance. Moreover, any person violating any provision of this chapter shall be guilty of a misdemeanor or infraction, and may be charged with either a misdemeanor or an infraction in the discretion of the arresting officer. In addition, the Court shall be granted discretion to reduce a misdemeanor to an infraction if it determines such action is in the interests of justice. Provisions of this chapter may be enforced by any peace officer as defined by the California Penal Code, County Code Enforcement Officers, authorized to issue citations and make arrests, and County Code Compliance Officials, except that County Code Enforcement Officers and Code Compliance Officials shall only enforce violations occurring upon State highways when requested by the California Highway Patrol. The County may seek any and all enforcement remedies that its Code Compliance Officials find appropriate and in the public interest to protect the health, safety and welfare of the People of Plumas County.
 - (d) Any person convicted of a violation of this section shall provide proof that the costs of removal and disposition of the vehicle(s) abated have been paid or reimbursed.
 - (e) Proof that the costs of removal and disposition of the vehicle have been paid or reimbursed shall not be required if proof is provided to the court that the vehicle was stolen prior to abandonment. That proof may consist of a police report or other evidence acceptable to the court.
 - (f) If a vehicle is abandoned in violation of Section 5-8.15(a) and is not redeemed after impound, the last registered owner is guilty of an infraction. In addition to any other penalty, the registered owner shall be liable for any deficiency remaining after disposal of the vehicle under Section 3071 or 3072 of the Civil Code or Vehicle Code Section 22851.10.
 - (1) The filing of a report of sale or transfer of the vehicle pursuant to Vehicle Code Section 5602, the filing of a vehicle theft report with a law enforcement agency, or the filing of a form or notice with the California Department of Motor Vehicles pursuant to Vehicle Code subdivision (b) of Section 4456 or Section 5900 or 5901 relieves the registered owner of liability under this subdivision.
 - (g) The abandonment of any vehicle in a manner as provided in this Section 5-8.15 shall constitute a prima facie presumption that the last registered owner of record is responsible for the abandonment and is thereby liable for the cost of removal and disposition of the vehicle.
 - (1) An owner who has made a bona fide sale or transfer of a vehicle and has delivered possession of the vehicle to a purchaser may overcome this presumption by demonstrating that he or she has complied with Vehicle Code Section 5900 or providing other proof satisfactory to the court.
 - (h) Costs of vehicle removal and storage as referenced herein shall be limited to the cumulative total of the actual costs of removal, the actual costs of disposal including transportation, and no more than ten (10) days' storage charges by the tow service removing the vehicle, together with Code Enforcement fees and costs as applicable.
- (§ 1, Ord. 73-24, eff. November 15, 1973; § 1, Ord. 05-1033, adopted August 16, 2005; and § 1(Exh. A), Ord. 06-1049, adopted August 8, 2006)

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- (c) Criminal penalties by infraction citations issued by Code Compliance Officials for violations not expressly designated as misdemeanors, as is set forth in Section 1-2.01 of Title ~~One~~ 1 of the Plumas County Code;
- (d) Misdemeanor criminal penalties;
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- (f) Recovery of the administrative and physical costs of nuisance abatement pursuant to California Government Code Section 25845(b); and recovery of any fee, cost, or charge as provided by Government Code Section 54988;
- (g) Recovery of attorney's fees by the prevailing party in any action, administrative proceeding, or special proceeding, in which the County elects at the initiation of the action or proceeding to seek to recover its attorney's fees, pursuant to California Government Code Section 25845(c); and
- (h) Recovery of treble costs of abatement upon entry of a second or subsequent civil or criminal judgment within a two-year period, pursuant to California Government Code Section 25845.5, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, so long as the judgment finds that the condition may be abated in accordance with an ordinance enacted pursuant to Section 25845.

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(§ 1, Ord. 05-1033, adopted August 16, 2005)

4

EXPLORE PLUMAS COUNTY

Media Buy Options

1-26-2020

Big Fish Creations would like the BOS to consider placing a 2020 Visitor Guide ad for the same allocated budget as last year and/or consider taking a smaller Visitor Guide ad and use the remaining balance toward a digital media buy on Facebook.

Media Buy Option #1:

Take Visitor Guide ad only - half page \$775.00 special price (reg. price \$1,075)

Media Buy Option #2:

Take smaller Visitor Guide ad - quarter page \$300.00 special rate (reg. price \$775)

Allocate remaining \$475 of the budget toward a "Like" digital Facebook ad.

With media option #2, the county will maximize the existing budget by purchasing two forms of advertising, while maintaining digital media marketing efforts deliberate with specific campaigns, audiences and metrics.

Plumas County Visitor Guide:

140,00 copies printed and distributed throughout the county to all rented rooms, restaurants, etc. Distributed throughout Northern California and Northern Nevada.

Distributed at the Sportsman Conventions in Sacramento and Reno. Distributed at all the rest stops on Interstate 5 from Sacramento to the Oregon Border. Available on Feather Publisher's website.

Visitor Guide Print Buy Objective:

Inform visitors who have already arrived in Plumas County about all of the outdoor recreational activities, lodging and dining available in the designated areas. For those not yet in Plumas County, the guide book will help those plan a better vacation or quick getaway experience.



Facebook Ads:

Facebook is one of the most cost-effective advertising investments any business can make. It is cheaper than almost every alternative source of advertising. The targeting options are more precise. You are able target previous customers, website visitors, and specific demographics. Facebook has a user base larger than the population of China! With 1.49 billion members worldwide, and 22 billion ad clicks per year, Facebook is providing businesses with the largest advertising opportunity.

Digital Media Buy Objective:

Create a "Like" Campaign to drive increase viewers and "likes" to the Explore Plumas County Facebook page. A Facebook "Like" campaign is a paid advertising campaign aimed directly at increasing the number of likes for a Facebook Page. The goal of a Facebook "Like" campaign is to target people who might be interested in the Explore Plumas County brand and the posts shared and boosted on Facebook.

The "Like" Campaign

The target audience of this campaign will consist of men & women, ages 18 to 65+, living in the United States with specific geographic regions spanning Concord, Napa, Sacramento, San Francisco, San Jose, and Reno. Interests will include: outdoor recreation, outdoor enthusiast, tourism, travel + leisure, travel, vacations, outdoor life and travel adventures.

Target Time:

Target the beginning of the tourist season mid to end of May when most of the resorts, golf courses, restaurants and lodging providers have opened for the season. This timeframe would coincide with the distribution of the Visitor Guide to maximize visibility and drive traffic to the Explore Plumas County website.

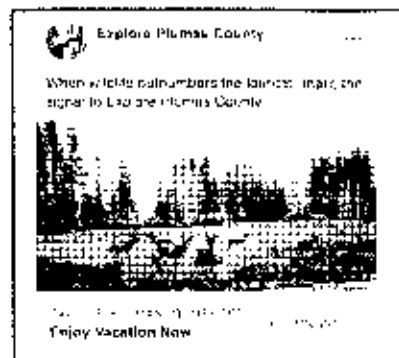
Run a \$10 per day campaign starting approx. May 25 until mid July.

BIG FISH CREATIONS

When you need to get noticed – swim upstream.

Website Link: Off-Season Campaign

Campaign started October 12. Ended Jan 10. Total results after 90 days: 454 Clicks, and an overall CTR (Click-Through Rate) of 2.16% which is above average. Cost per click is \$0.50. Demographics: more men responded to the ad than women. Ad performed above average.



Ad Set Name				Results	Reach	Frequency	Cost per Result	Budget	Amount Spent	
Website Link: Off-Season Campaign				Completed	454	18,027	1.63	\$0.50	Using campaign...	\$225.02
Results from 1 ad set				454	18,027	1.63	\$0.50			\$225.02

Ends	Schedule	Impressions	CPM (Cost per 1,000 Impressions)	Link Clicks	CPC (Cost per Link Click)	CTR (Link Clicks)	Clicks (All)	CTR (All)	CPC (All)	Unique Link Clicks
Jan 10, 2020	Oct 12, 2019 - Jan 10, 2020	29,450	\$7.64	454	\$0.50	1.54%	635	2.16%	\$0.35	393
		29,450	\$7.64	454	\$0.50	1.54%	635	2.16%	\$0.35	393

Performance	Demographics	Geography	Delivery
454 Results: Link Clicks	454	\$0.50	1.54%
18,027 People Reached			
\$225.02 Amount Spent			
1.63 Frequency			
Custom			

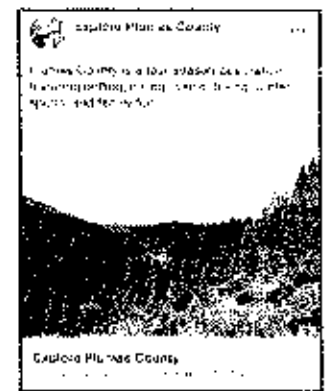
Performance	Demographics	Geography	Delivery
454	18,027		
		Age	
		18-24	
		25-34	
		35-44	
		45-54	
		55-64	
		65+	
		Gender	
		Male	
		Female	
		Income	
		\$0-\$14,999	
		\$15,000-\$24,999	
		\$25,000-\$34,999	
		\$35,000-\$44,999	
		\$45,000-\$54,999	
		\$55,000-\$64,999	
		\$65,000-\$74,999	
		\$75,000-\$84,999	
		\$85,000-\$94,999	
		\$95,000-\$104,999	
		\$105,000-\$114,999	
		\$115,000-\$124,999	
		\$125,000-\$134,999	
		\$135,000-\$144,999	
		\$145,000-\$154,999	
		\$155,000-\$164,999	
		\$165,000-\$174,999	
		\$175,000-\$184,999	
		\$185,000-\$194,999	
		\$195,000-\$204,999	
		\$205,000-\$214,999	
		\$215,000-\$224,999	
		\$225,000-\$234,999	
		\$235,000-\$244,999	
		\$245,000-\$254,999	
		\$255,000-\$264,999	
		\$265,000-\$274,999	
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BIG FISH CREATIONS

When you need to get noticed – swim upstream.

Promoting Explore Plumas: Page Like Campaign

Campaign started October 12 and ended Dec 10. Total results after 60 days: 430 page likes, average of 7 likes per day. Cost per like is **\$0.53**. Overall CTR (Click-Through Rate) of **3.31%** which is above average. Demographics: an equal percentage of men liked the page as women. Ad performed above average.



Ad Set Name			Results	Reach	Frequency	Cost per Result	Budget	Amount Spent
Completed			430	9,689	2.16	\$0.53	Using camp...	\$227.21
> Results from 1 ad set			430	9,689	2.16	\$0.53		\$227.21

Ends	Schedule	Impressions	CPM (Cost per 1,000 Impressions)	Link Clicks	CPC (Cost per Link Click)	CTR (Link Click-Through Rate)	Clicks (All)	CTR (All)	CPC (All)	Page Likes
Dec 11, 2019	Oct 12, 2019 - Dec 11, 2019	20,899	\$10.87				691	3.31%	\$0.33	430
		70,899	\$10.87				691	3.31%	\$0.33	430

Performance		Deliverables		Placement		Delivery				
430		430		\$0.53		2.06%				
Results: Page Likes										
9,689										
People Reached										
\$227.21										
Amount Spent										
2.16										
Frequency		Oct 8	Oct 15	Oct 22	Oct 29	Nov 5	Nov 12	Nov 19	Nov 26	Dec 3
Custom										

Demographics		Age		Gender		Income				
430		9,689								
				Age						
				18-24						
All Women				All Men						
\$0.59						\$0.46				

Plumas County Behavioral Health Commission's
Annual Report July 2018-June 2019

Abbreviation Key

PCBHC -	Plumas County Behavioral Health Commission
PCBH -	Plumas County Behavioral Health
SMI -	Seriously Mentally Ill
BOS -	Board of Supervisors
NAMI -	National Alliance of the Mentally Ill
CALBHB/C -	California Association of Local Behavioral Health Boards/Commissions
PRA -	Patients' Rights Advocate
MHSA -	Mental Health Services Act
CAMHPRO -	California Association of Mental Health Peer-Run Organizations
WIC -	Welfare and Institutions Code
HIPAA -	Health Insurance Portability and Accountability Act
AOD -	Alcohol and Other Drugs
EA -	Environmental Alternatives
PRS -	Plumas Rural Services
BH -	Behavioral Health
EQR -	External Quality Review
EQRO -	External Quality Review Organization
DHCS -	Department of Health Care Services

One of the duties of Plumas County Behavioral Health Commission (PCBHC), per its Bylaws, is to “submit an annual report to the governing body on the needs and performance of the county’s behavioral health system.” Thus, this report is on the membership and actions of the PCBHC, as it monitors the services provided by the Plumas County Behavioral Health Department (PCBH) to the moderate to seriously mentally-ill (SMI) population. The PCBHC also assesses the unmet behavioral health needs in the County. This will also be discussed. Consequently, the report’s intent is to inform the Plumas County Board of Supervisors (BOS) of this Commission’s activities.

Commission Membership

In the first quarter of the year our BOS “appointed” membership was eight. During the month of December two of the members cycled-off of the Commission. Then in April two new members joined, thus bringing our membership back up to eight. Appointed members are: Lori Simpson, Chair/BOS Member; Valerie Sheldon, Vice Chair; Reverend Kendrah Fredricksen, Secretary/Treasurer; Estres Wellings; Vicki Chestnut; Denise Pyper; Marian Liddell; and Joyce Clare.

Meetings

The Commission meets on the first Wednesday of the month, usually at the Quincy Library Conference room. In 2018-2019 we skipped January’s meeting due to the holidays and inclement weather. Per the Bylaws we are required to meet at least nine times per year. At times we do have guests attend the meetings. Lassen County’s National Alliance for the Mentally Ill (NAMI), as well as Mae Sherman, Chair of Lassen County’s Behavioral Health Commission and Secretary/Treasurer of the California Association of Local Behavioral Health Boards and Commissions (CALBHB/C), attended and presented. PCBH program staff gave presentations on a regular basis to the Commission on programs such as: Peer Advocate Specialist - consumer vocational work program and Peer Advocate Program in the Wellness Centers.

During the year members increased their Commission-commitment by attending more county-wide meetings. They attended meetings for and are liaisons to: PCBH Quality Assurance/Improvement Committee; NorCal Continuum of Care/Plumas-Sierra Counties’ - No Place Like Home meetings; Plumas County’s 20,000 Lives meetings; Plumas County’s Gay-Straight Alliance; and Plumas County’s Community Correction Partnership. One Commissioner

volunteered as Plumas County's Interim Patients' Rights Advocate (PRA) for two-months until the current PRA started her duties in March. Three Commissioners attended PCBH's Mental Health Services Act (MHSA) Stakeholder meetings in March-April 2019. Four members have attended suicide prevention, assessment, and intervention workshops given within the county. Another Commissioner attended Lassen County's California Association of Mental Health Peer-Run Organizations (CAMHPRO) training. In June, an ad hoc committee for PCBHC Bylaws review was established. The need for this annually has become evident as California Welfare and Institutions Code (WIC) may change with new laws which our Bylaws need to reflect. The increased involvement by commission members reflects a desire to identify and understand Plumas County citizens' mental health, alcohol, drug, and other substances needs. This helps to assure that the needs of the SMI-MediCal insured population are being addressed by PCBH.

Trainings

One new member attended the CALBHB/C on August 24, 2018 in Redding, CA. Information was brought back and shared on the purpose of being on a behavioral health board or commission in California, the Brown Act, and a policy and procedure manual was given to each Commission member. In April, a Commissioner attended Lassen County's training: "Delivering ABC's of Local Advocacy." Also, in April the Chair participated in a conference call with CALBHB/C. Issues discussed were co-occurring diagnoses, employment, homelessness, disaster preparedness, and lack of mental health professionals. Further training needs of the PCBHC are on the Brown Act, Health Insurance Portability and Accountability Act (HIPAA), and Ethics for those Commissioners that have not completed it on-line. We are coordinating with County Counsel to fulfill these training needs. In addition Commissioners need to become familiar with the alcohol and other drugs (AOD)-part of PCBH.

Significant Action Taken By the Commission During 2018-2019

During the July meeting the Commission moved and acted to recommend to the BOS the closure of PCBH's board and care, Sierra House. This was a very difficult decision to make since this eliminated essential services for the SMI population. Yet, PCBH Director - Dr. Tony Hobson voiced compelling concerns about Sierra House's need for costly maintenance to make it safe for operation. Furthermore, in 2016 a directive from former PCBH director, Bob Brunson, to stop accepting new clients into the board and care reduced Sierra House's occupancy down to two clients by June 2018. This made the operation of the twenty-four hour facility financially detrimental. This was reflected in the Cost Analysis of Sierra House done by Shelley Evans, PCBH Administrative Services Officer. In addition, a one and a half year PCBH working group,

which discussed various options for Sierra House's operations did not come up with any workable solutions. With all this information to consider, a decision had to be made and forwarded to the BOS. The Sierra House's last day of operation was June 30, 2018.

PCBH Departmental Significant Changes - Positive Steps Forward

July 2018 started off well with the addition of new PCBH Director, Dr. Hobson, attending Commission meetings. The Commission has found Dr. Hobson informative, striving for Departmental transparency. He has encouraged continued Commission member involvement in PCBH's Quality Assurance/Improvement committee. He has also been a positive addition to the leadership of the Department, as well as boosting employees' morale with his emphasis on team-building, and with his open-door, management style. In May, Commissioners were invited to PCBH's Employee Appreciation Potluck and Team Building training. Three members attended. This was an excellent afternoon of getting to know the staff and the staff getting to know the Commissioners. Fiscally, Dr. Hobson has been conservative as the Department has become more fiscally sound. He reports regularly at PCBHC meetings.

In the Fall of 2018, PCBH started walk-in intake assessments at the outlying Wellness Centers in Chester on Fridays, Greenville on Tuesdays, and Portola on Thursdays. Intake assessments occur at the Quincy Annex on Mondays and Wednesdays. By April 2019, with "open access" for intake appointments happening in all four communities, intakes have increased 100% (from 30/month to 61/month).

On November 29th from 10 a.m. to 12 noon, the first stakeholders' meeting was held of the NorCal Counties Continuum of Care/Plumas-Sierra Counties' - No Place Like Home working group. This group meets monthly.

In December 2018, Dr. Hobson announced that PCBH is significantly less over-budget at this time than was predicted. This is due to billing for more services with improved staff documentation. MHSA subcontractors, Environmental Alternatives (EA), and Plumas Rural Services (PRS) are now certified to bill MediCal for services they provide for PCBH.

PCBH has many dedicated, hard-working administrative staff. Aimee Heaney, MHSA Coordinator regularly attends PCBHC meetings to report about ongoing MHSA funded programs. Systems Analyst, Jessica McGill, was promoted this year to the Quality Assurance Officer position. This position is vital to the Department's assessment of services as it complies with State and Federal ever-changing regulations.

PCBH Case Management Specialist, Tori Brown, is now Interim AOD Administrator. She has worked diligently on getting PCBH's paperwork application completed and submitted for AOD-MediCal approval. This will enable the Department to bill for AOD services already being provided to Plumas County clients. It is notable that there are therapists and case managers that have worked for PCBH for decades. Therapists and case managers are the professional backbone of the Department. Last summer all therapists and case managers went through documentation training. This increased billing for the multitude of services they provide consumers. The support staff has been essential and steadfast in providing up front customer services, computer assistance in generating Departmental statistics that go into State mandated reports, and the daily support of the Department.

In March 2019, Elizabeth McAllister, the new Plumas County's PRA was introduced to the Commission. PRA is a State-mandated position for each county. The PRA is not an employee, but a stipend position that is independent of PCBH. The purpose of this position is to provide an advocate for PCBH consumers who have a complaint or grievance about PCBH services they are receiving. Elizabeth attends Commission meetings.

PCBH has been meeting with the Sheriff's Department, Probation Department, etc. in hopes of creating a Community Justice Court for Behavioral Health (BH)/SMI, and Veteran offenders. With the start of Assembly Bill 1810 in August 2018, Plumas County is the only small-county diverting BH/SMI offenders from jail by having court-ordered treatment for their illness. PCBH is now participating in Plumas County Jail's quality improvement meetings. The Jail has asked that PCBH do a full assessment on inmates in jail who have been incarcerated more than fourteen days.

On April 24th, the Department had the External Quality Review (EQR). As reported by Dr. Hobson, the review went "pretty good." The reviewers appreciated the changes PCBH has made since last year's review. The External Quality Review Organization's (EQRO) official, full-report should be received in July 2019.

PCBH's Triennial Department of Health Care Services (DHCS) review happened June 18th and 19th. Per Dr. Hobson, the reviewers were impressed with changes and the direction PCBH is headed. Fiscally, they felt the Department was better off this year than last year at this time. The areas of weakness were in outdated policies and procedures which are currently being updated.

Plumas County Needs Assessment

Each year the California Behavioral Health Planning Council and CALBHB/C asks all counties to answer questions about the previous year's behavioral health services provided in their county. This information called the Data Notebook is then collated into a report which is given to the "Legislature." This year the Data Notebook surveyed types of services and needs in the behavioral health systems of care for children, adults, and older adults.

To answer these questions, PCBHC reviewed *Plumas County's MHSA Three-Year Program and Expenditure Plan 2017-2020* and *Plumas County's MHSA 2017-2018 Annual Update*. In both of these reports are survey comments from behavioral health consumers, family members, concerned citizens, school employees, and hospital staff. According to the review, the areas where there is an ongoing need for behavioral health pre-crisis and crisis services are with the 16 - 25 year old youth, also called "TAY" or transitional-age youth. Also, with the "Older Adult" population there is a need for behavioral health pre-crisis and crisis services, assessment, medication education and management, case management, and rehabilitation and support services. Barriers to meeting these needs are lack of program funding, lack of specialized professional expertise in geriatrics, lack of workforce/providers, lack of transportation - limitation due to winter weather, and culturally relevant needs for Maidu, LGBTQ and Veteran populations. For complete report please see *Plumas County: Data Notebook 2018 For California Behavioral Health Boards and Commissions*.

In Conclusion

The Plumas County Behavioral Health Commission members are increasing their involvement in county-wide meetings. This has been helpful in assessing needs and networking. The Commission is recruiting membership from other parts of the County other than Quincy. Currently two Commissioners are from Chester. As a group we are becoming more organized in our record keeping, as well as becoming more skillful in tracking California legislation which effects our Bylaws. We have a good working relationship with Attorney Gretchen Stuhr of County Counsel. With trainings PCBHC has become more resourceful in reaching out to other counties and

CALBHB/C. This year has also brought more transparency and a better working relationship between the Commission and PCBH. The Commission believes this is due to the leadership of Dr. Hobson. He has been very responsive to the PCBHC's and consumers' feedback and questions. Thanks to Behavioral Health's dedicated, hard-working staff, County departments are now working together to offer the incarcerated much needed psychiatric services while in jail, then connecting them with PCBH services before they are released into the community. The Wellness Centers have been a welcome addition to the outlying communities, especially with the ability of doing new patient intakes. Finally, the Department is more financially sound then it has been in years. With these positive changes the future looks bright for Plumas County Behavioral Health.

Respectfully Submitted,

Lori Simpson

Plumas County Behavioral Health Commission Chair



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO
DIRECTOR

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

DATE: JANUARY 16, 2020
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 11, 2020
RE: SOCIAL SERVICES TRENDS REPORT

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through December 31, 2019.

Copies: PCDSS Management Staff

Enclosure

SOCIAL SERVICES TRENDS

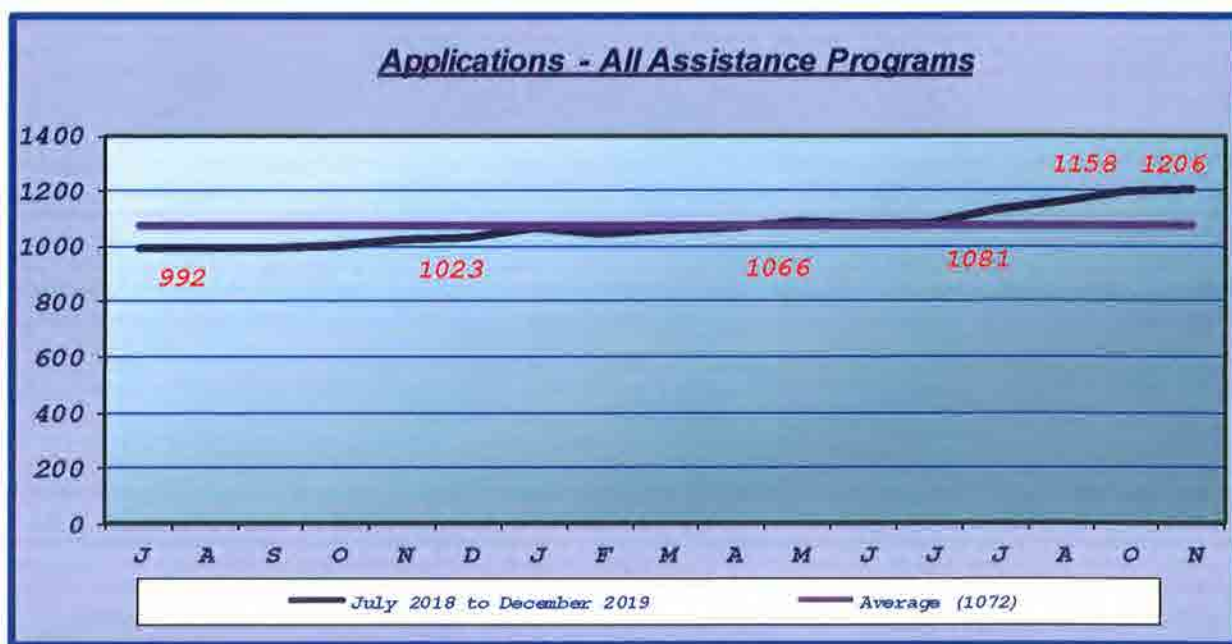
Semi-Annual Ending: December 31, 2019

Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the second half of the year that ended December 31, 2019. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at www.countyofplumas.com.

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

A. APPLICATIONS RECEIVED

The overall trend for applications has been upward. The average number of applications for the second half of 2019 was 262 per month with a high of 349 in August. Just over one year ago the average was 230 per month. The percentage of Medi-Cal applications has dropped from about half of all applications to a little over forty percent.



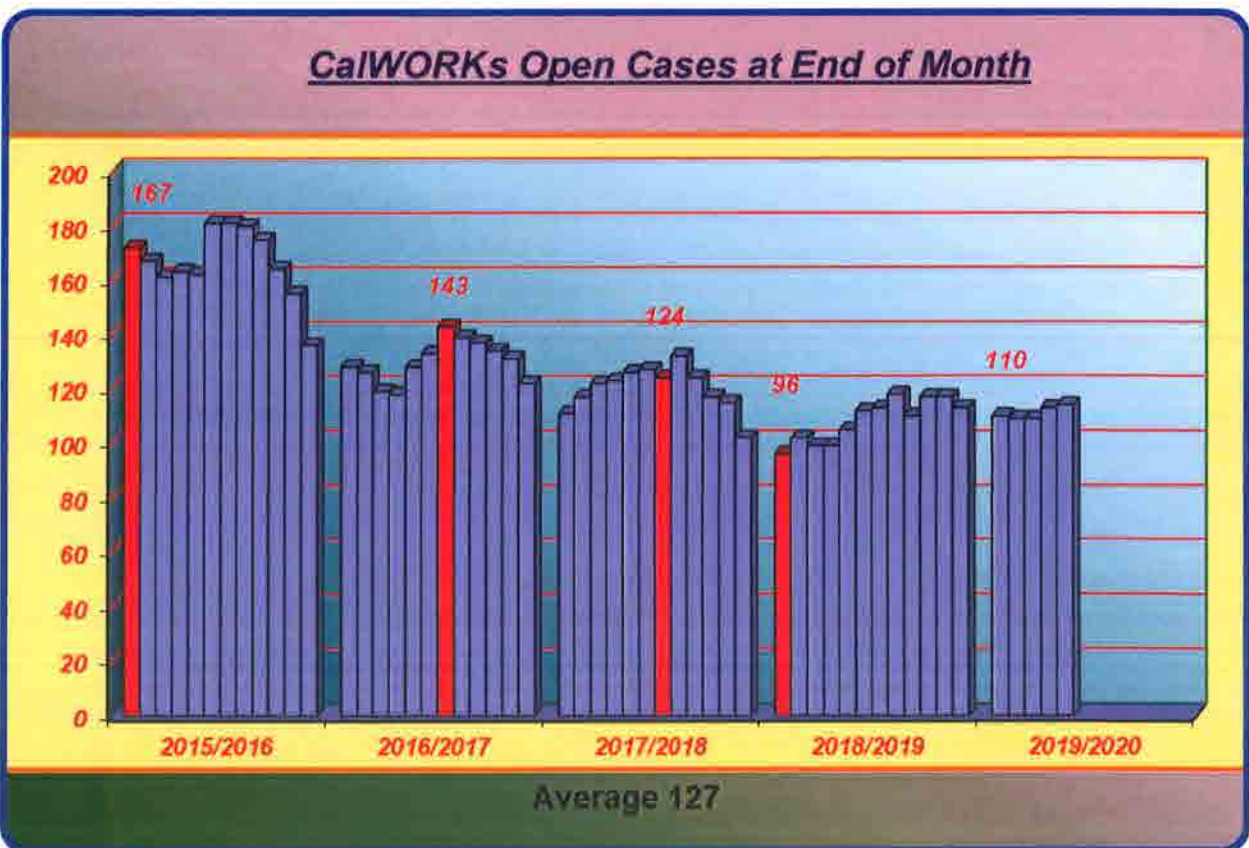
B. CONTINUING CASES

(1). Cash Assistance (AFDC/CalWORKs)

The average number of open CalWORKs cases per month was 120, the case count has continued a pattern of relatively steady decline over time. There were 125 CalWORKs cases in the system at the end of June, and 121 at the end of December. That represents the lowest count of cash assistance cases since July 2018. This continues to be an indicator of improvements in the economy and growth in the job market. In addition, many of the families the Department assists are non-needy relative cases where a close relative is providing care for an eligible child.

Average Monthly Caseload

2017/2018	120
2018/2019	108
2019/2020	111



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

A. Case Count

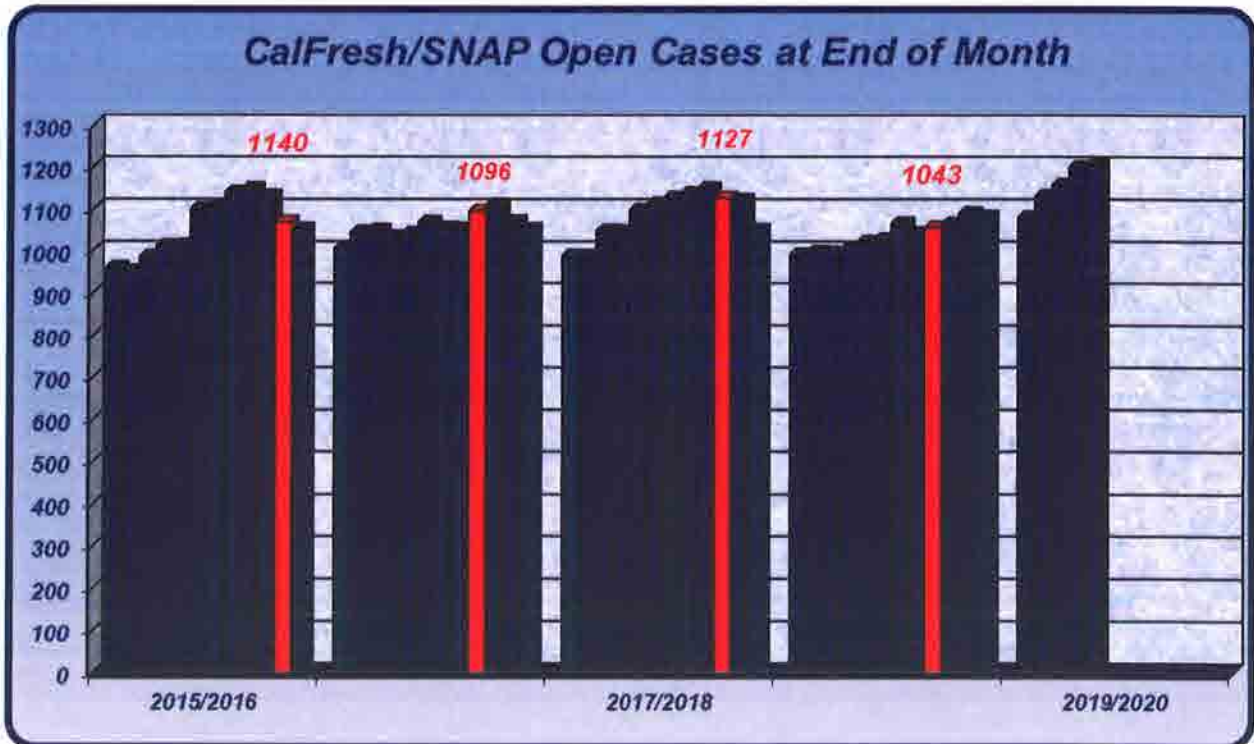
The Department is continuing to see growth in the CalFresh program. The trend continues to increase. Typically, the Department sees a slight upward trend in August due to the return of students. College students are eligible for assistance so long as they are enrolled in a work/study component.

For working people, CalFresh supplements their purchasing power. So despite improvements in the economy, case counts will likely remain higher.

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

Average Monthly Caseload

2017/2018	1084
2018/2019	1138
2019/2020	1155



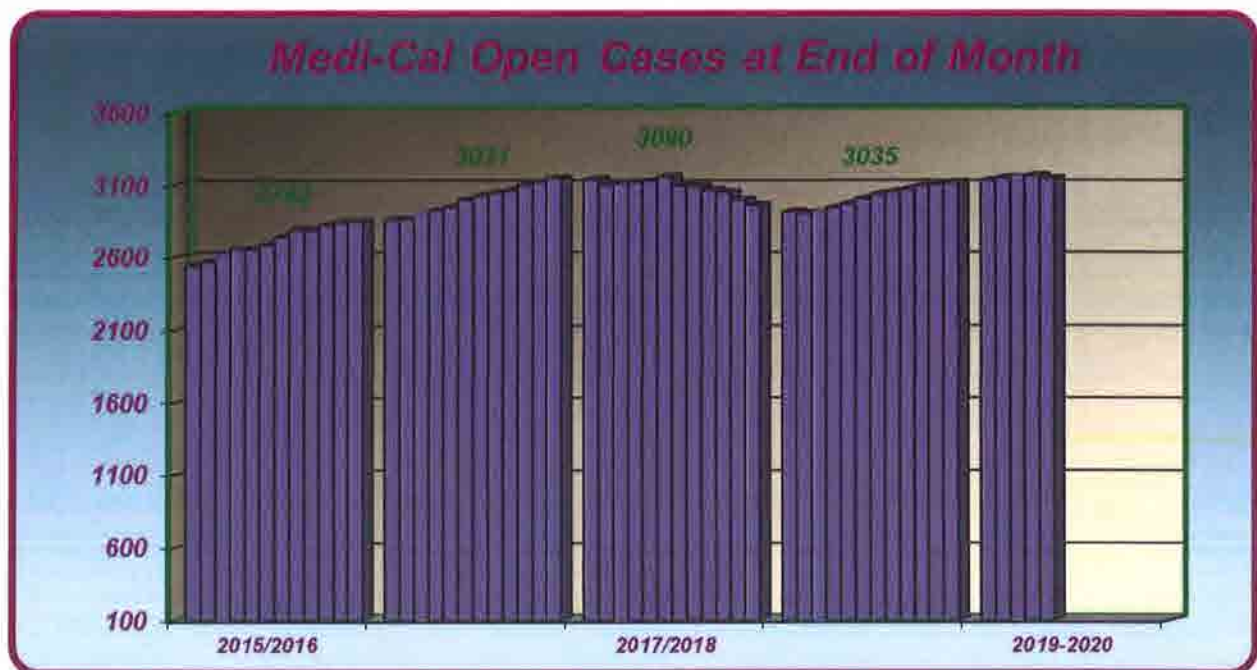
(3). Medi-Cal

The Medi-Cal case count continues to experience steady growth, the number of active cases appears to have leveled off, at least for the past six months. The Department has believed for some time that case counts for this program would eventually level off as the number of eligible recipients gets saturated. It is reasonable to think that the Department has reached that point.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,437 per month. For a single working person that amounts to \$17,237 annually. For a family of three, annual income at 138% of poverty is \$29,436 or less.

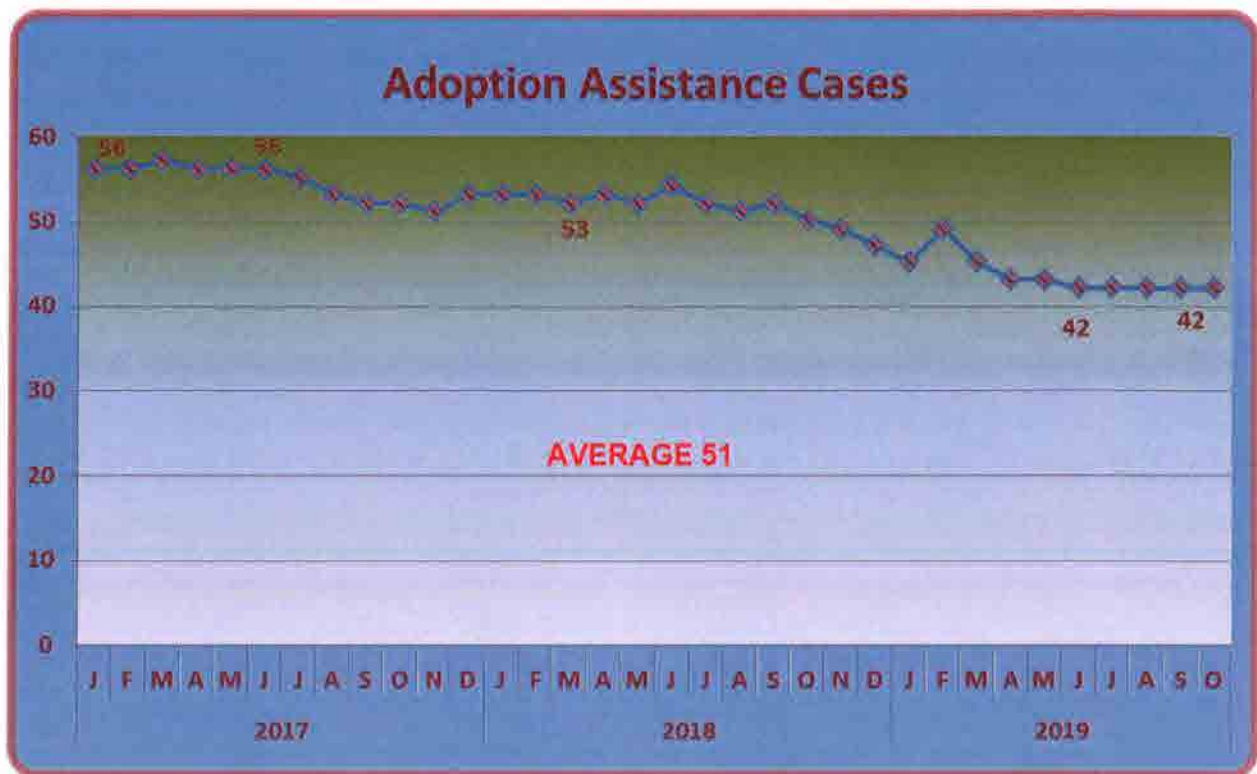
Average Monthly Caseload

2017/2018	3081
2018/2019	3009
2019/2020	3149



(4). Aid to Adoptions

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped to 41 children currently receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system. On rare occasions adoptive placements fail and the children must be placed in foster care.

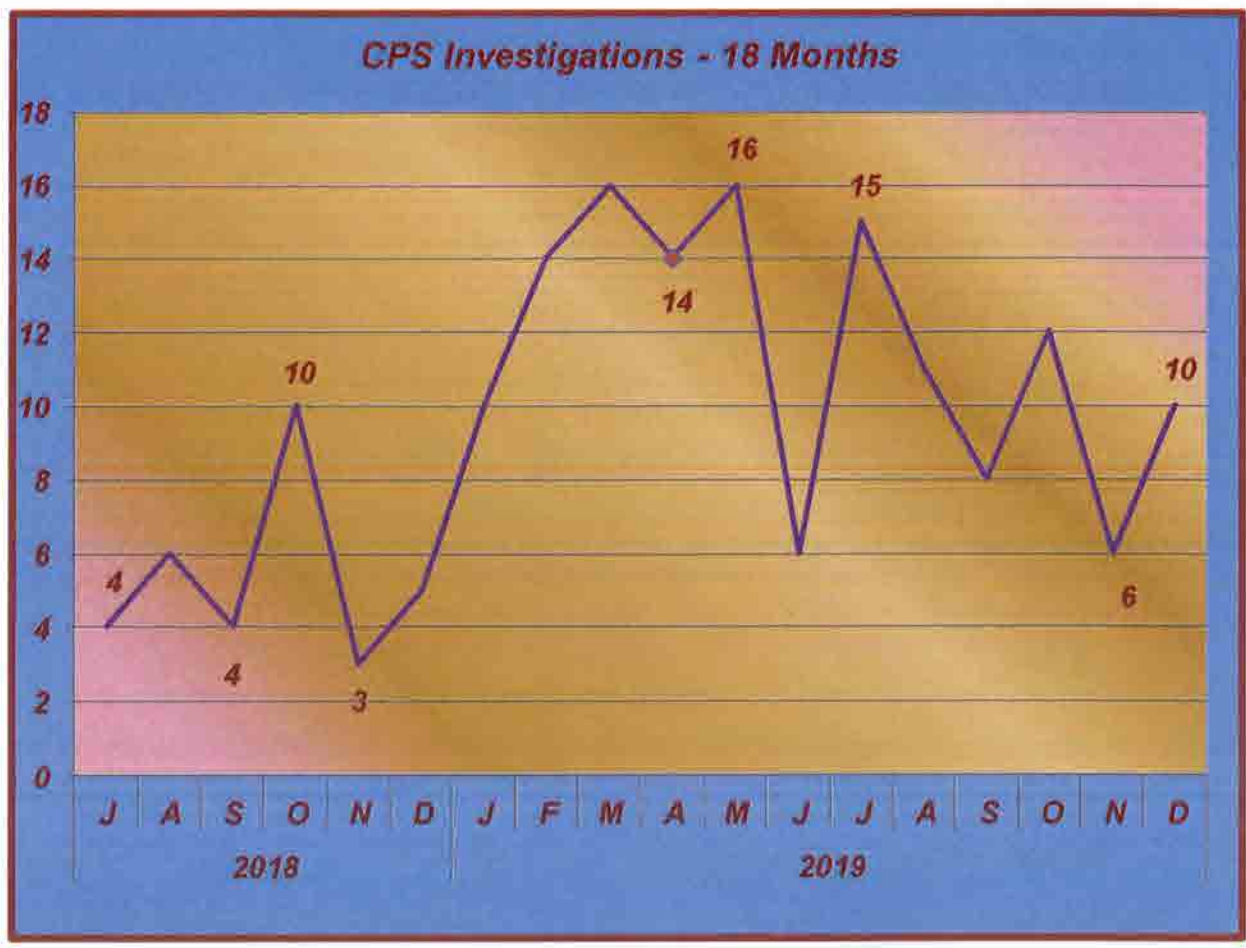


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services averages about 15 child abuse investigations per month. As has been reported previously, the Department generally expects that requests for CPS investigations will increase when school returns to session at the end of the summer. That circumstance would account for substantially increased referral numbers in August and September.

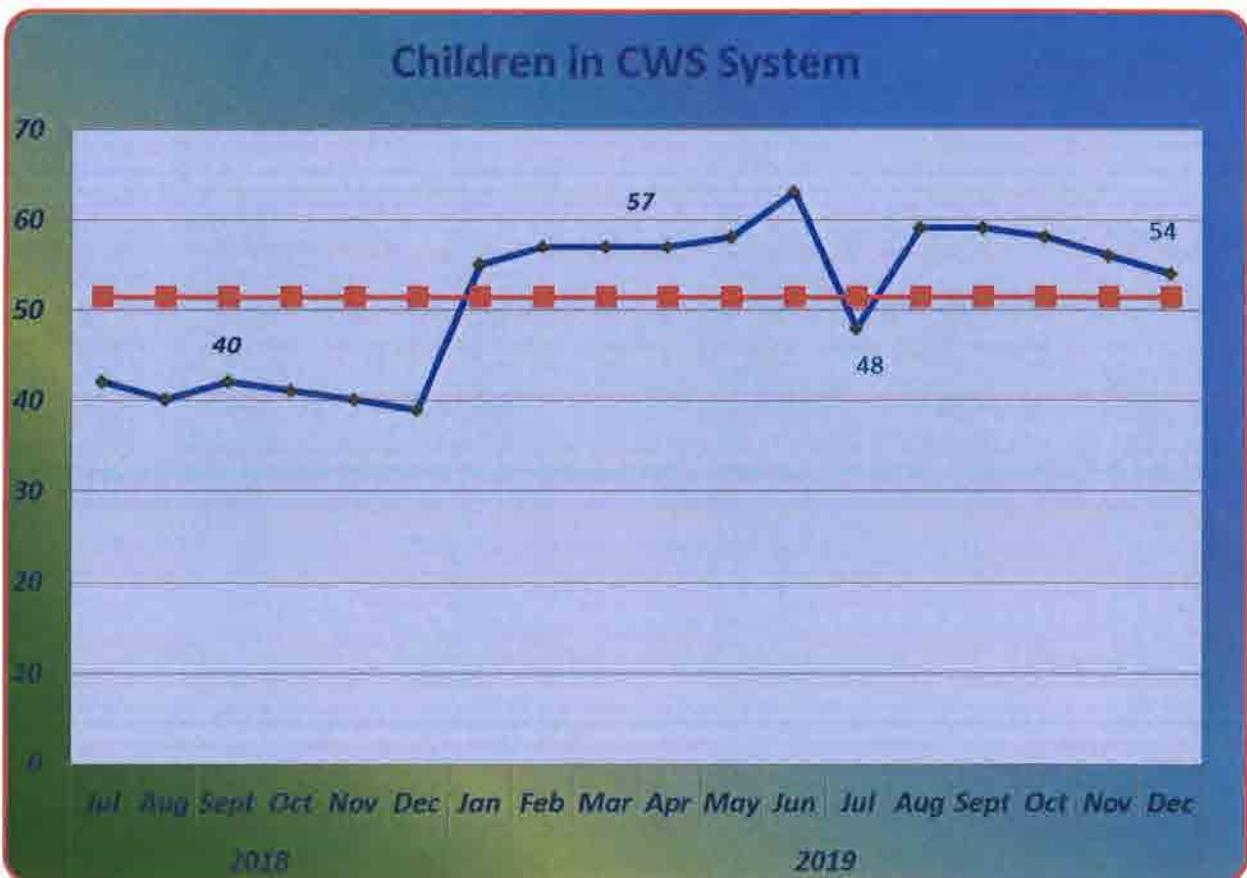
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure to fulfill a parenting role is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 4 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children.

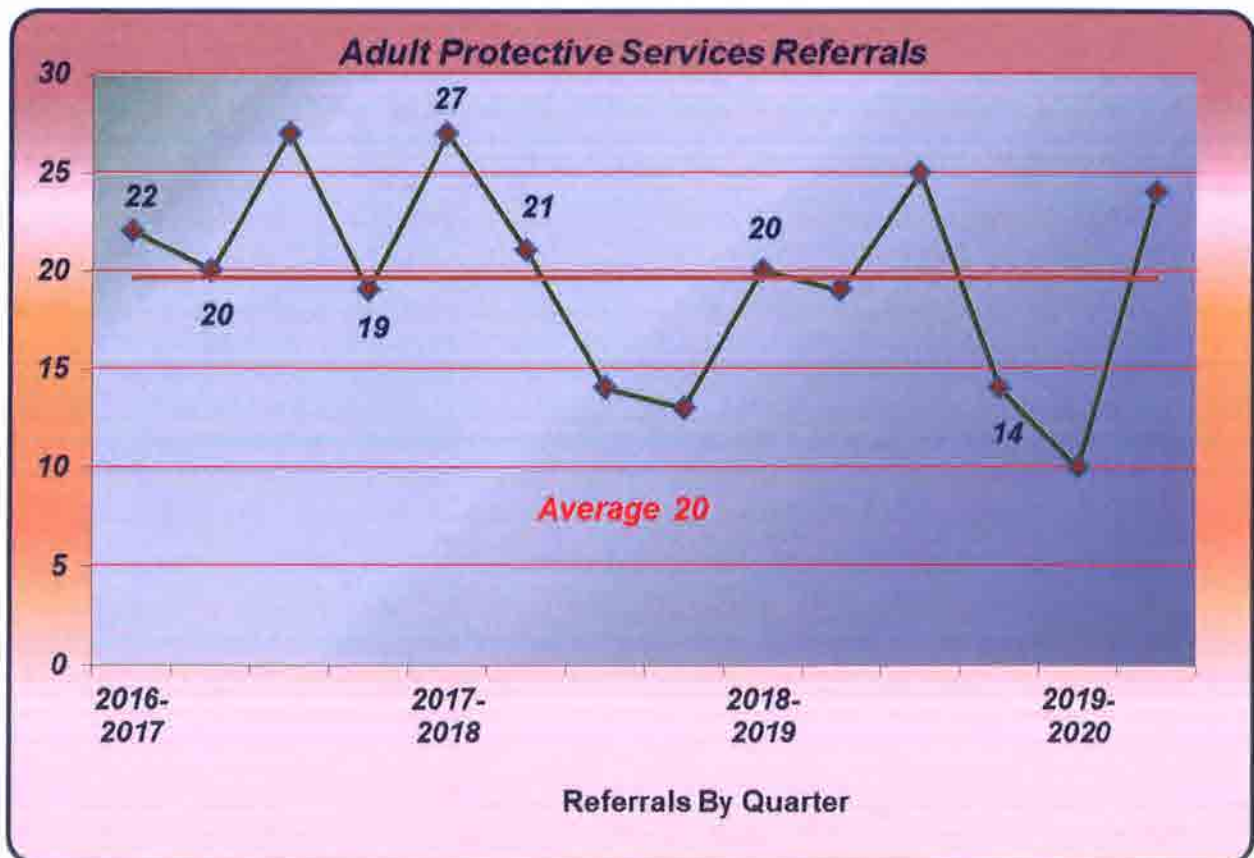
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



C. Adult Protective Services

Generally, the Department receives about 16 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the six-month period that concluded in December, the Department received an average of 20 requests for investigation. APS referrals have continued to be above the average. The Department believes the reason that referrals are growing are due to the increased elderly population in Plumas County and good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons.

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

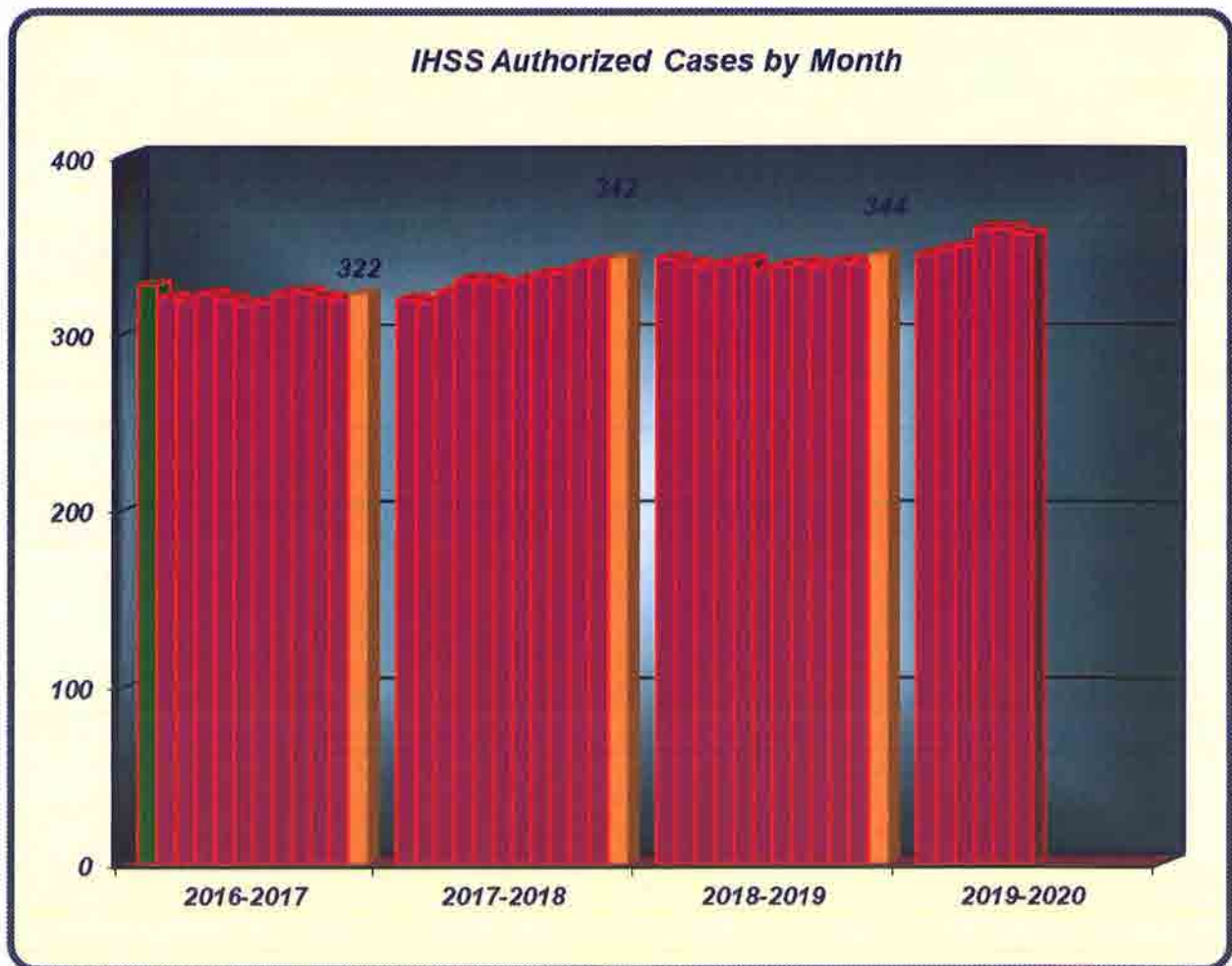


D. In-Home Supportive Services (IHSS)

The In-Home Supportive Services caseload has held steady at an average case count of 337 per month for the past 27 months.

Average Monthly Case Count

2017/2018	320
2018/2019	339
2019/2020	352



III. PUBLIC GUARDIAN

The Public Guardian is currently servicing 8 L.P.S. Conservatorship cases, 4 Probate Conservatorship cases and serves as the Representative Payee for 6 recipients.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyoofplumas.com



DATE: January 24, 2020

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 4, 2020.
RE: ADOPT RESOLUTION RATIFYING THE MEMORANDUM OF
UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE
CONFIDENTIAL EMPLOYEES ASSOCIATION

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution Ratifying the Memorandum of Understandings (MOUs) for the Plumas County Confidential Employees Association for the period of July 1, 2018 through June 30, 2021.

BACKGROUND AND DISCUSSION:

The County negotiation team lead by Jack Hughes and the Confidential Employees Association lead by Gretchen Stuhr, have worked to bring forward this agreement for your approval. As noted above, this agreement is for the time-period of July 1, 2018 through June 30, 2021.

The tentative agreement is for a 2% base wage increase for all Confidential Employees Association classifications retroactively effective on October 13, 2019 and a 1.0% base wage increases effective the pay period including July 1, 2020.

Highlights from the tentative MOU for the Confidential Employees Association includes the following new agreed upon conditions:

WAGE AND RELATED UPDATES:

***2.01 Salary* WAGE:**

2.0% base wage increase for all Confidential Employees Association classifications retroactively effective on October 13, 2019.

1.0% base wage increase for all Confidential Employees Association classifications effective the pay period including July 1, 2020.

2.03 Longevity:

An employee's salary shall be increased five percent (5%) at the following times: Upon completion of seven (7), ten (10), fourteen (14), eighteen (18), and twenty-one (21) years of full-time continuous and compensated services, or the equivalent, measured from the date of hire.

*Propose to remove language that would tie longevity to a performance measure, compliant with CalPERS language.

5.05 d. Vacation:

Current Language:

Vacation buy back "Employees represented by this bargaining unit will be allowed to sell back to the County, up to Forty (40) hours of vacation per calendar year provided, however, they have used eighty (80) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours".

Proposed Language change:

Vacation buy back "Employees represented by this bargaining unit will be allowed to sell back to the County, up to Forty (40) hours of vacation per calendar year provided, however, they have used eighty (80) Forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours".

A copy of the Confidential Employees Association Memorandum of Understanding is on file with the Clerk of the Board. The new MOU includes Appendix A, list of the Associations Job Classifications.

At this time, I respectfully request approval of the Resolution to ratify the Memorandum of Understanding for the Confidential Employees Association.

RESOLUTION NO. 2020 - _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS
BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY
CONFIDENTIAL EMPLOYEES ASSOCIATION**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Confidential Employees Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours, terms, and conditions of employment, for the Plumas County Confidential Employees Association. The period covered under this tentative agreement is July 1, 2018 through June 30, 2021.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Confidential Employees Association.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Plumas County Confidential Employees Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

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 4th day of February 2020 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

BOARD OF SUPERVISORS

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

7A



January 22, 2020

Erin Metcalf, Chief Probation Officer
Plumas County Probation Department
270 County Hospital Road, Suite 128
Quincy, CA 95971

Dear Erin,

On behalf of the Plumas County Board of Supervisors, I would like to take this opportunity to support Plumas County Probation Department's application to the California Office for Traffic and Safety for the 2020-2021 DUI Grant.

The Board supports the Probation Department's interest in intensely supervising DUI offenders placed on formal probation, with the goal to reduce the number of DUI related collisions, injuries and fatalities while holding new and repeat DUI offenders accountable. Efforts in this area could potentially reduce the number of DUI related injuries and fatalities. The county would benefit by the Probation Department purchasing and/or renting additional alcohol monitoring equipment, including Portable Alcohol Screening devices; establishing a collaborative DUI taskforce; offering additional prevention and treatment programs; and possibly partnering with the Plumas Transit System to extend public transportation services during the holiday season.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Goss", is written over a horizontal line.

Kevin Goss, Chair