

BOARD OF SUPERVISORS

Michael Sanchez, 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, Chair 4th District

Jeff Engel, Vice Chair 5th District

**AGENDA FOR REGULAR MEETING OF MARCH 7, 2017 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) BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit (Gold Digger Days Parade, July 15, 2017; Veteran's Day Parade, November 11, 2017)
- 2) Waive rental fees for use of the Plumas County Courthouse for the 2017 Quincy High School Prom to be held on May 6, 2017

B) CLERK OF THE BOARD

Approve Board minutes for February 2017

C) LIBRARY

Authorize the County Librarian to recruit and fill funded and allocated .75 FTE Chester Branch Librarian Assistant I/II, created by retirement effective April 13, 2017

D) SOCIAL SERVICES

Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Social Worker I/II/III position, created by resignation

E) PUBLIC WORKS

Approve and authorize the Chair to sign Professional Services Agreement not to exceed \$5,200 between the County of Plumas and Plumas Corporation for Storm Water Monitoring and Reporting for the County's Willow Creek and Rocky Point pits; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

A) 11:15 A.M. – ENVIRONMENTAL HEALTH – Jerry Sipe

PUBLIC HEARING: Adopt **RESOLUTION** Updating the Master Fee Schedule for Environmental Health Fees for Service. **Roll call vote**

B) SOCIAL SERVICES – Elliott Smart

- 1) Receive award for recognition of excellence presented to the Plumas County Department of Social Services for its performance in processing 99.2% of CalFresh/SNAP applications within the 30-day timeliness rate for 2015
- 2) Approve and authorize the Director of Social Services to sign Agreement between County of Plumas and Alice King, JD for assistance with a Public Guardian matter; and authorize the Director of Social Services to execute an extension to the agreement subject to completing Phase I of the project and subject to compensation for Phase II not to exceed \$3,000; discussion and possible action
- 3) Approve supplemental budget of \$45,000 in Revenue Account 44142 and Transfer Account 580000, Fund 0013R, Department 70593 to facilitate transfer to Fund 0013, Department 70590; and approve supplemental budget of \$45,000 in Transfer Account 48000 and Expenditure Account 521700, Fund 0013, Department 70590 to facilitate payment to the state per CMSR reconciliation; discussion and possible action

C) SHERIFF – Greg Hagwood

Approve and authorize the Chair to sign Services Agreement, not to exceed \$350,000, between County of Plumas and Sierra Electronics for communication systems maintenance; approved as to form by County Counsel; discussion and possible action

D) HUMAN RESOURCES – Nancy Selvage

- 1) Adopt **RESOLUTION** Ratifying the Memorandum of Understanding between the County of Plumas and the Sheriff's Department Unit (SDU) and Sheriff's Mid-Management (SMU) Unit. **Roll call vote**
- 2) Adopt **RESOLUTION** for Employees in the Sheriff's Employees Association to make Required Contributions to CalPERS on a Pre-Tax Basis. **Roll call vote**

3. BOARD OF SUPERVISORS

- A. Re-appoint Tim Gibson, Agricultural Commissioner/Sealer of Weights & Measures to a term of four years pursuant to California Food and Agriculture Code §2122 and Business & Professions Code §12200; and approve and authorize the Chair to sign Employment Agreement; discussion and possible action
- B. Approve and authorize the Chair to sign Amendment to Employment Agreement between County of Plumas and Wilson Robert Brunson, Behavioral Health Director, effective March 7, 2017; discussion and possible action
- C. Authorize Sierra Valley Groundwater Management District to pursue a Groundwater Sustainable Agency status with the State of California and the Department of Water Resources; discussion and possible action; Supervisor Sanchez
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Operating Engineers Local #3; Confidential Employees Unit; Unrepresented Employees and Appointed Department Heads

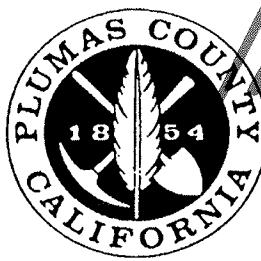
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 14, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

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



March 07, 2017

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

INDIAN VALLEY CHAMBER OF COMMERCE

- GOLD DIGGER DAYS: Parade to be held July 15, 2017, Highway 89, Main Street, Greenville 10:30 a.m. to 12:00 p.m.
- VETERAN'S DAY PARADE: November 11, 2017, Highway 89, Greenville, 10:30 a.m. to 12:00 p.m.

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

Sincerely,

Lori Simpson, Chair

Cc: Plumas County Director of Public Works



PRESS RELEASE

**INDIAN VALLEY CHAMBER OF COMMERCE
408 MAIN STREET
GREENVILLE, CALIFORNIA 95947
530.284.6633**

**STATE HIGHWAY STREET CLOSURE- HWY. 89- MAIN STREET- GREENVILLE,
CALIFORNIA 95947**

- 1. GOLD DIGGER DAYS- JULY 15, 2017- PARADE- 10:30 A.M.-NOON**
- 2. VETERAN'S DAY PARADE- NOVEMBER 11, 2017- 10:30 A.M.- NOON**

THANKS SO MUCH.

**JEFF TITCOMB
TREASURER / IVCC**

WWW.INDIANVALLEY.NET

February 27, 2017

1A2

To the Plumas County Board of Supervisors:

Please consider this correspondence as a formal request for the waiving of rental fees of the Plumas County Courthouse for the Quincy High School Prom 2017, which will be held on May 6, 2017.

The tradition continues this year with Grand March and Prom festivities for the students of Quincy High School, which are enjoyed by not only family and friends of the Prom-goers, but also many from the community that enjoy the beauty and excitement of the evening.

We would appreciate your time and consideration of this request.

Sincerely,

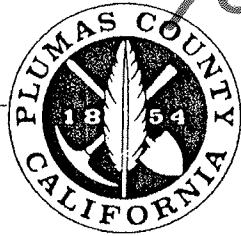
Mary DeMarko

Adult Member - Prom Committee 2017

Quincy High School

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242
lynnsheehy@countyofplumas.com • www.plumaslibrary.org



*Lynn Sheehy
County Librarian*

DATE: February 16, 2017

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR MARCH 7, 2017

It is recommended that the Board:

Authorize the County Librarian to recruit and fill the allocated .75 FTE Chester Branch Librarian Assistant I or II.

Background:

Wanda Heath-Grunder, the current Chester Librarian, will be retiring on April 13, 2017. This request is to recruit and fill what will be the then vacant position.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

JD

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: FEBRUARY 22, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 7, 2017, CONSENT AGENDA

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
I/II/III POSITION IN THE DEPARTMENT'S CHILD PROTECTIVE SERVICES
PROGRAM

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

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position became vacant on February 17, 2017, when the incumbent notified the Department that she is resigning her position. As explained more completely in the accompanying documents, this position is part of our Child Welfare Services system and is therefore, critical for assuring the safety of vulnerable adults who are trying to live independently.

A Table of Organization showing the vacancy is also attached. Although it is not shown on this Table, the Department has experienced thirteen vacancies in social worker positions in only 60 months, or in a period of five years. The average stay for a social worker who resigned during this time period has been just under fourteen (14) months.

Financial Impact

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

Position Classification: Social Worker I/II/III

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program.

This allocation of 2011 Realignment funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered public protection program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

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

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

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

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

- How long has the position been vacant?

Answer: The position was vacated effective February 17, 2017.

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

Answer: No.

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

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

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

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

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

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

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local

funding? What impact will this reduction plan have to other County departments?

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

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

Answer: No.

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

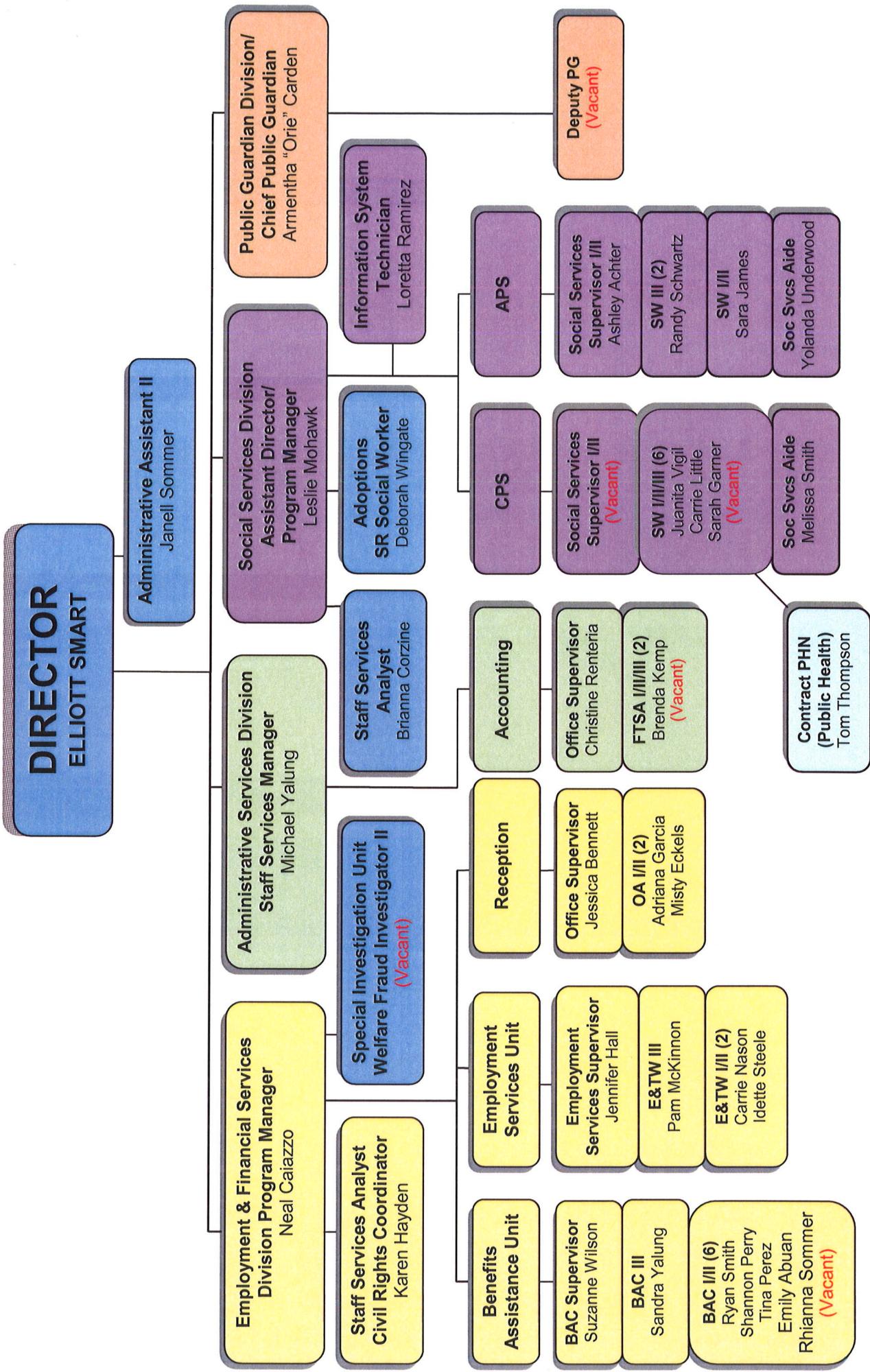
Answer: No.

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

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

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
- **Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

for the March 7, 2017 Meeting of the Plumas County Board of Supervisors

Date: February 27, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize Execution of a Professional Services Agreement in the amount of \$5,200.00, between the County of Plumas and Plumas Corporation for Storm Water Monitoring and Reporting for the County's Willow Creek and Rocky Point Pits

Background:

With the retirement of an employee in mid-December, the Department of Public Works had an immediate need to have experienced personnel conduct storm water sampling and reporting at the County's two mine pits: Willow Creek and Rocky Point Pits.

Plumas Corporation was selected to perform these activities based on their past work with the County in the storm water monitoring and reporting for the Bucks Lake Road Slope Stabilization project.

Because some of the work performed by Plumas Corporation has occurred prior to the execution of the subject Professional Services Agreement, a “retroactive” clause has been inserted in the subject contract.

The attached Professional Services Agreement has been approved as to form by County Counsel.

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 Plumas Corporation in the amount of \$5,200.00, for Storm Water Monitoring and Reporting for the County's Willow Creek and Rocky Point Pits.

**PROFESSIONAL SERVICES AGREEMENT
FOR
SWPPP Water Quality Monitoring and Reporting for the
Willow Creek and Rocky Point Mines**

THIS AGREEMENT is made and entered into this 1st Day of December, 2017 ("Effective Date"), by and between PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Plumas Corporation, a California Corporation, (hereinafter referred to as "Consultant").

W I T N E S S E T H :

WHEREAS, the County proposes to have Consultant perform water quality monitoring and reporting as required by the approved Storm Water Pollution Prevention Plan for the Willow Creek and Rocky Point Mines, as described herein below; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety

in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Five Thousand Two Hundred Dollars and No Cents (\$5,200.00).

2.2 Contingency of Funding. Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the State of California, to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

(a) 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 Consultant or furnish any other consideration under this Agreement and Consultant 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

Consultant 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. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Due to the need to perform storm water monitoring during winter storm events. This contract shall commence, retroactively, on December 1, 2016 and continue for a period of time, ending on January 1, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, County shall pay Consultant for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent Consultants, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Consultant’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Consultant’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 Consultant’s insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Consultant carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Consultant agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subConsultants, joint venturers or any other party engaged by or on behalf of Consultant in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.
- (j) Consultant shall require all sub-Consultants to comply with all indemnification and insurance requirements of this agreement, and Consultant shall verify sub-Consultant's compliance.

5.3. Certificates of Insurance. Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below, unless the recipient party has, by written notice to the other, provided alternate contact information. Such communication shall be

deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Jim Wilcox, Executive Director
Plumas Corporation
47 Trilogy Lane
Quincy, CA 95971

Tel: (530) 283-3739
Fax: (530) 283-5465

IF TO COUNTY:

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

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

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

6.6. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.9. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising

out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or sub-Consultants in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Consultant. Consultant is and shall be acting at all times as an independent Consultant and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or sub-Consultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Consultant shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or sub-Consultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

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

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its sub-Consultants in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its sub-Consultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California

Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.14. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

FOR PLUMAS CORPORATION

John Kolb
Chairman

Date: _____

Michael Jackson
Secretary Treasurer

Date: _____

Taxpayer ID Number: 68-0016418

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

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

Date: _____

APPROVED AS TO FORM:

Craig Settlemire
County Counsel

Date: _____

CONCURRENCE:

Sherrie Thrall, Chair
Board of Supervisors

Date: _____

Exhibit A: Project Proposal (Scope of Work, Fee Schedule and Schedule of Deliverables)

Exhibit A

Scope of Work and Cost Proposal
For
Plumas County Department of Public Works
Rocky Point and Willow Creek Borrow Sites - Stormwater Compliance

Exhibit A – Scope of Work

This proposal entails industrial stormwater permit compliance work including: site inspections, sampling, sample analysis, and reporting and document updates for the life of Plumas County's Rocky Point Borrow Site and Willow Creek Borrow Site. The activities described in this scope of work are required to comply with the National Pollutant Discharge Elimination System (NPDES) Industrial Storm Water General Permit No. CAS000001, and State Water Resources Control Board Order No. 97-03-DWQ. The permit requires monthly site inspections during the wet season, and four samples per year when there is discharge from each site. Sample analysis includes Total Suspended Solids, pH, and oil and grease. Required documentation includes maintaining inspection records, entering data into the SMARTS (Stormwater Management And Reporting Tracking System) website after each sample, an annual report, and periodic updating of the Stormwater Pollution Prevention Plan (SWPPP) document as necessary. The following Tasks and Exhibits are combined for both Borrow Sites.

Tasks

1. Storm inspections, sampling and analysis, and documentation.
2. Monthly inspections during the wet season.
3. Enter ad hoc storm reports into SMARTS (every sampling event).
4. Complete Annual Evaluation & Enter into SMARTS.
5. Update SWPPP document as necessary, and enter into SMARTS.

Exhibit B - Fee Schedule (for one year)

1. Four storm site inspections, sampling and transfer to a lab.	\$ 2,000
2. Five additional monthly inspections.	\$ 2,000
3. Data entry into SMARTS website.	\$ 400
4. Annual Evaluation & entry into SMARTS website.	\$ 200
5. Update SWPPP as necessary.	\$ 600
TOTAL	\$ 5,200

Exhibit C - Schedule of Deliverables

1. Storm inspection forms & data entry. June 30 and December 31.
2. Monthly inspection forms. Last day of each month.
3. SMARTS generated notification to County of data entry. June 30 and December 31.
4. Annual Evaluation. June 30.

Exhibit A

Please note. The Department of Public Works will only be billed for actual work performed and expenses incurred at the rate of \$80 per hour and the current standard IRS mileage rate. Lab fees from a qualified lab would be additional to the costs described in this proposal.



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

2A

Date: February 3, 2017

To: Honorable Board of Supervisors

From: Jerry Sipe

Agenda: Agenda Item for February 14, 2017

Recommendation: Adopt a Resolution Updating the Master Fee Schedule for Environmental Health.

Background and Discussion: In accordance with Board policy, County departments periodically review and recommend updates to their service fees. Since Environmental Health's fees have not been amended since 2012, most of these fees are less than the current cost to provide the service. In addition, a few new fees for service are also recommended.

The methodology used to calculate the recommended fee is the same one used by Environmental Health and some other county departments for many years. It includes computations of the department overhead costs, the direct employee and service and supplies costs, and the county's indirect costs. To calculate each individual fee, every service activity has a separate worksheet which is based on the department's expenses, the number of services performed, and time accounting records. A summary of the current and proposed fee calculations is attached for your reference.

The fee methodology was reviewed and approved as to form by County Counsel. The entire methodology, worksheets and basis for calculations are on file with the Clerk of the Board and are available at the Environmental Health Office. The attached fee amendment resolution includes the recommended fees for Environmental Health as Exhibit "A".

At this time, it is recommended that the Board adopt the resolution updating the master fee schedule for Environmental Health.

If you have any questions, please do not hesitate to contact me at 283-6367.

Thank you.

Enclosures: 2016-17 Proposed Fee Assessment Update
Master Fee Schedule Resolution for Environmental Health

PLUMAS COUNTY ENVIRONMENTAL HEALTH
2016/2017 FEE, CHARGE AND
ASSESSMENT UPDATE

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Dept. No Revenue Account Number	Authorization Resolution/ Ordinance Number	Common Name of Service	Current Fee	Date of Last Adjustment	Service Unit/Yr	Current Estimated Cost	Proposed Fee	Foot Note	Approx Revenue for FY 17/18
20550 - 45160	16-8122	Food-Bev Large Fac. Permit	\$269	YR	Aug-12	115	\$294		\$33,810
20550 - 45160	16-8122	Food-Bev Small Fac. Permit	\$173	YR	Aug-12	69	\$193	Yr	\$13,317
20550 - 45160	16-8122	Food-Bev Non-Prep Fac Permit	\$88	YR	Aug-12	31	\$92	Yr	\$2,852
20551 - 45160	16-8122	Food-Cottage "A" Registration	\$25	YR	Jan-13	6	\$29	Yr	\$174
20552 - 45160	16-8122	Food-Cottage "B" Permit	\$85	YR	Jan-13	9	\$94	Yr	\$846
20553 - 45160	16-8122	Food Satellite Permit	\$65	YR	Jan-13	2	\$74	Yr	\$148
20550 - 45160	16-8122	Community Event Coordinator Permit	\$73	EA	Aug-12	23	\$79	Yr	\$1,817
20551 - 45160	New	Community Event Coordinator Expedited Permit	New	EA	New	3	\$168	1	EA
20552 - 45160	16-8122	Mobile/Temporary/Snack Bar Food Prep Permit	\$95	YR	Aug-12	150	\$112	Yr	\$16,800
20553 - 45160	New	Mobile/Temporary/Snack Bar Food Prep Expedited Permit	New	YR	New	1	\$198	1	Yr
20550 - 45160	16-8122	Food Facility Plan Check & Preopening Consultation Large Fac	\$304	Fac	Oct-12	1	\$318	3	Fac
20550 - 45160	16-8122	Food Facility Plan Check & Preopening Consultation Small Fac	\$175	Fac	Oct-12	1	\$180	3	Fac
20550 - 45160	16-8122	Food/Bev Produce Stand Permit	\$58	YR	Aug-12	4	\$62	Yr	\$248
20550 - 45160	16-8122	Food/Bev Vehicle Non Prep Permit	\$58	YR	Aug-12	5	\$61	Yr	\$305
20550 - 45160	16-8122	Food/Bev Vending Machine Permit	\$58	YR	Aug-12	1	\$60	Yr	\$60
20550 - 45160	New	Food Facility Reinspection	New	EA	New	1	\$121	1	EA
20550 - 45160	16-8122	Tattooing, Body Piercing or Permanent Cosmetics Permit	\$162	YR	Aug-12	1	\$178	Yr	\$178
20550 - 45160	16-8122	Tattooing, Body Piercing or Permanent Cosmetics Plan Check	\$219	Fac	Oct-12	1	\$238	Fac	\$238
20550 - 45160	16-8122	Recreational Health Swimming Pool/Spa/Hot Tub Permit	\$201	YR	Aug-12	28	\$219	Yr	\$6,132
20550 - 45160	16-8122	Recreational Health Pool/Spa Plan Check	\$397	EA	Oct-12	1	\$397	3	EA
20550-45160	16-8122	Recreational Health Swimming Pool/Spa/Hot Tub Reinspection	\$196	EA	Aug-12	1	\$278	2	EA
20550 - 45160	16-8122	Animal Bite Investigation	\$75	EA	Aug-12	5	\$74	Yr	\$370
20550 - 45160	16-8122	Large Animal Rabies Testing	\$182	Unit	Aug-12	2	\$211	Unit	\$422
20550 - 45160	16-8122	Small Animal Rabies Testing	\$115	Unit	Aug-12	5	\$129	Unit	\$645
20550 - 45160	New	Assist CUPA Facility CERs Entry, Amendment or Update	New	EA	New	2	\$100	1	EA
20550 - 45160	16-8122	CUPA Underground Storage Tank Installation/Plan Check	\$271	Fac	Oct-12	1	\$337	\$337	Fac
20550 - 45160	16-8122	CUPA Underground Storage Tank Temporary Closure Permit	\$157	Unit	Aug-12	1	\$195	Unit	\$195
20550 - 45160	16-8122	CUPA Underground Storage Tank Permanent Closure Permit	\$243	Unit	Aug-12	4	\$291	Unit	\$1,164
20550 - 45160	16-8122	CUPA Element Underground Storage Tank Permit to Operate	\$162	YR	Aug-12	59	\$177	3	Yr
20551 - 45160	16-8122	CUPA Underground Storage Tank System Repair/Reinspection	\$193	EA	Aug-12	1	\$215	EA	\$215
20552 - 45160	16-8122	CUPA Facility Base Fee-Standard	\$134	YR	Aug-12	220	\$165	3	Yr
20550-45160	16-8122	CUPA Facility Base Fee-Expedited	\$268	YR	Aug-12	1	\$302	3	Yr
20553 - 45160	16-8122	CUPA Element Aboveground Storage Tank	\$74	YR	Aug-12	60	\$93	3	Yr
20554 - 45160	New	CUPA Element Hazardous Waste Large Quantity Generator	New	YR	New	20	\$141	1	Yr
20550 - 45160	16-8122	CUPA Element Hazardous Waste Small Quantity Generator	\$103	YR	Aug-12	50	\$106	Yr	\$5,300

Dept. No Revenue Account Number	Authorization Resolution/ Ordinance Number	Common Name of Service	Current Fee	Date of Last Adjustment	Service Unit/Yr	Estimated Cost	Current Foot Fee	Proposed Foot Fee	Foot Note	Approx Revenue for FY 17/18
20550 - 45160	New	CUPA Element Hazardous Waste Very Small Quantity Gen	New	YR	New	7	\$23	\$23	1	Yr
20550 - 45160	New	CUPA Element Hazardous Waste Permit By Rule Generator	New	YR	New	4	\$122	\$122	1	Yr
20556 - 45160	16-8122	CUPA Element Accidental Release Plan	\$278	YR	Aug-12	3	\$340	\$340	3	Yr
20556 - 45160	16-8122	Inspection/Posting of Dangerous Property (Illegal Drug Lab)	\$361	EA	Aug-12	1	\$387	\$387		Ea
20550 - 45160	16-8122	Hazardous Materials Work Plan Review	\$206	EA	Aug-12	5	\$228	\$228		Ea
20550 - 45160	16-8122	OWTS Installation Permit	\$395	EA	Oct-12	80	\$441	\$441	2,3	Ea
20550 - 45160	New	OWTS Tank-only Installation Permit	New	EA	New	10	\$204	\$294	1,2,3	Ea
20550 - 45160	16-8122	OWTS Engineered System Installation Permit	\$516	EA	Oct-12	5	\$546	\$546	2,3	Ea
20550 - 45160	16-8122	OWTS Advanced Treatment System Operating Permit	\$76	YR	Aug-12	2	\$81	\$81	5 Yr	
20550 - 45160	16-8122	OWTS Installation Permit Renewal	\$104	Once	Oct-12	12	\$117	\$117		Once
20550 - 45160	16-8122	OWTS Work Without Permit Investigation Fee	\$395	Unit	Aug-12	1	\$400	\$400		Unit
20550 - 45160	16-8122	Piezometer Permit	\$92	Per 5	Oct-12	5	\$96	\$96	Per 5	
20550 - 45160	16-8122	Sewage Pumpers Vehicle Permit	\$59	EA	Aug-12	20	\$62	\$62		Ea
20550 - 45160	16-8122	GeoThermal Heat Exchange Well Installation Permit	\$491	Per 5	Oct-12	1	\$495	\$495	Per 5	
20550 - 45160	16-8122	Monitoring Well Installation Permit	\$291	Unit	Oct-12	10	\$307	\$307		Unit
20552 - 45160	16-8122	Water Well Installation Permit	\$439	EA	Oct-12	50	\$481	\$481	2,3	Ea
20550 - 45160	16-8122	Water Well Installation Permit Renewal	\$113	Once	Oct-12	6	\$119	\$119		Once
20550 - 45160	16-8122	Water Well Installation work w/o permit Investigation fee	\$395	Unit	Aug-12	1	\$439	\$439		Unit
20550 - 45160	16-8122	Water Well Destruction Permit	\$142	EA	Aug-12	1	\$158	\$158		Ea
20550 - 45160	16-8122	Permit to Mine/Reclamation	\$95	EA	Oct-12	2	\$105	\$105	3	Ea
20550 - 45160	16-8122	Lot Line Adjustment Review	\$82	EA	Oct-12	6	\$110	\$110	3	Ea
20550 - 45160	16-8122	Special Use Permit Review	\$70	EA	Oct-12	5	\$84	\$84	3	Ea
20550 - 45160	16-8122	Tentative Map Evaluation	\$65	per Lot	Oct-12	10	\$70	\$70	3	per lot
20550 - 45160	16-8122	Planned Development Permit Review(without Tentative Map)	\$129	EA	Oct-12	1	\$144	\$144	3	Ea
20550 - 45160	16-8122	General Plan Amendment/Zone Change	\$87	Unit	Oct-12	2	\$91	\$91	3	Unit
20550 - 45160	16-8122	Negative Declaration/Environmental Impact Report Review	\$87	EA	Oct-12	1	\$102	\$102	3	Ea
20550 - 45160	16-8122	Final Map Review	\$40	EA	Oct-12	1	\$50	\$50	4	Ea
20550 - 45160	16-8122	Local or State Small Water System Permit	\$120	YR	Aug-12	60	\$128	\$128		Yr
20550 - 45160	New	Local or State Small Water System Application	New	EA	New	2	\$83	\$83	1	Ea
20550 - 45160	16-8122	Non Community Water System Application	\$268	EA	Oct-12	1	\$288	\$288		Ea
20550 - 45160	16-8122	Non Community Water System Treated Permit	\$472	YR	Aug-12	11	\$505	\$505		Yr
20550 - 45160	16-8122	Non Community Water System Untreated Permit	\$396	YR	Aug-12	70	\$423	\$423		Yr
20550 - 45160	16-8122	Community Water System Application	\$436	EA	Oct-12	1	\$471	\$471		Ea
20550 - 45160	16-8122	Community Water System 15-24 Treated Permit	\$378	YR	Aug-12	1	\$411	\$411		Yr
20550 - 45160	16-8122	Community Water System 15-24 Untreated Permit	\$297	YR	Aug-12	3	\$320	\$320		Yr
20550 - 45160	16-8122	Community Water System 25-99 Treated Permit	\$532	YR	Aug-12	2	\$577	\$577		Yr
20550 - 45160	16-8122	Community Water System 25-99 Untreated Permit	\$462	YR	Aug-12	8	\$503	\$503		Yr
20550 - 45160	16-8122	Community Water System 100-199 Treated Permit	\$665	YR	Aug-12	1	\$708	\$708		Yr
20550 - 45160	16-8122	Community Water System 100-199 Untreated Permit	\$577	YR	Aug-12	1	\$623	\$623		Yr

Dept. No Revenue Account Number	Authorization Resolution/ Ordinance Number	Common Name of Service	Current Fee	Date of Last Adjustment	Service Unit/Yr	Current Estimated Cost	Proposed Fee	Foot Note	Approx Revenue for FY 17/18
20550 - 45160	16-8122	Public Water System Permit Amendment	\$288	EA	Oct-12	2	\$292	\$292	Ea
20551 - 45160	16-8122	Public Water System Change of Ownership	\$152	EA	Aug-12	1	\$169	\$169	Ea
20550 - 45160	16-8122	Office Hearing	\$211	Unit	Aug-12	1	\$234	\$234	Unit
20550 - 45160	16-8122	Photo Copies	\$0.20	Unit	Aug-12	100	\$0.24	\$0.20	Unit
20550 - 45160	16-8122	Consultation/Hrly Rate	\$114	Hr	Aug-12	5	\$123	\$123	Hr
									\$615
									\$ 247,970

1. New Permit Fee this year
2. Includes \$61 Planning and Building Services One-Stop Permit Processing Fee
3. Fee Collected by Planning and Building Services
4. Fee Collected by Engineering

Plumas County Resolution Number _____

**A RESOLUTION UPDATING THE MASTER FEE SCHEDULE FOR
ENVIRONMENTAL HEALTH FEES FOR SERVICE**

WHEREAS, the Board of Supervisors has previously adopted a Master Fee Schedule establishing service fees for County departments including Environmental Health by Resolution 16-8122; and

WHEREAS, the Board of Supervisors has determined that these fees need to be amended and revised from time-to-time to account for the actual cost of providing the service; and

WHEREAS, these fees have not been revised since January 2013 and are in need of updating; and

WHEREAS, the current and updated fees for Environmental Health are attached as Exhibit "A" to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors that Resolution 16-8122 is hereby amended to incorporate the fees set forth in Exhibit "A" for Environmental Health. Be it further resolved that the Board of Supervisors reserves authority to waive all or a portion of any of these fees in the public interest when the fee is charged to a local public entity.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on March 7, 2017 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

PLUMAS COUNTY ENVIRONMENTAL HEALTH

EXHIBIT "A" PROPOSED FEE SCHEDULE

CODE	SECTION	DESCRIPTION	AMOUNT
<i>Food</i>			
H&S	113920	Food-Bev Large Fac. Permit	\$294.00 Yr
H&S	113920	Food-Bev Small Fac. Permit	\$193.00 Yr
H&S	113920	Food-Bev Non-Prep Fac Permit	\$92.00 Yr
H&S	114365	Food Cottage "A" Registration	\$29.00 Yr
H&S	114365	Food Cottage "B" Permit	\$94.00 Yr
H&S	113899	Food Satellite	\$74.00 Yr
H&S	113920	Community Event Coordinator Permit	\$79.00 Ea
H&S	113920	Community Event Coordinator Permit - Expedited	\$168.00 Ea
H&S	113920	Mobile/Temporary/Snack Bar Food Prep Permit	\$112.00 Yr
H&S	113920	Mobile/Temporary/Snack Bar Food Prep Permit - Expedited	\$198.00 Yr
H&S	113920	Food Facility Plan Check & Preopening Consultation Lg	\$318.00 Fac
H&S	113920	Food Facility Plan Check & Preopening Consultation Sm	\$180.00 Fac
H&S	113920	Food/Bev Produce Stand Permit	\$62.00 Yr
H&S	113920	Food/Bev Vehicle Non Prep Permit	\$61.00 Yr
H&S	113920	Food/Bev Vending Machine Permit	\$60.00 Yr
H&S	113920	Food Facility Re-inspection	\$121.00 Ea
<i>Occupational Health</i>			
H&S	119300	Tattooing, Body Piercing or Permanent Cosmetics Permit	\$178.00 Yr
H&S	119300	Tattooing, Body Piercing or Permanent Cosmetics Plan Check	\$238.00 Fac
<i>Recreational Health</i>			
H&S	116025	Recreational Health Swimming Pool/Spa Permit	\$219.00 Yr
H&S	116025	Recreational Health Pool/Spa Plan Check	\$397.00 Ea
H&S	116025	Recreational Health Swimming Pool/Spa/Hot Tub Reinspection	\$218.00 Ea
<i>Rabies/Vector</i>			
H&S	1900	Animal Bite Investigation	\$74.00 Ea
H&S	1900	Large Animal Rabies Testing	\$211.00 Unit
H&S	1900	Small Animal Rabies Testing	\$129.00 Unit
<i>CUPA</i>			
CCR	Title 27	Assist CUPA Facility CERS Entry, Amendment or Update	\$100.00 Ea
CCR	Title 27	CUPA Underground Storage Tank Installation/Plan Check	\$337.00 Fac
CCR	Title 27	CUPA Underground Storage Tank Temporary Closure Permit	\$195.00 Unit
CCR	Title 27	CUPA Underground Storage Tank Permanent Closure Permit	\$291.00 Unit
CCR	Title 27	CUPA Element Underground Storage Tank Permit	\$177.00 Yr
CCR	Title 27	CUPA Underground Storage Tank System Repair	\$215.00 Ea
CCR	Title 27	CUPA Facility Base Fee-Standard	\$165.00 Yr
CCR	Title 27	CUPA Facility Base Fee-Expedite	\$302.00 Ea
CCR	Title 27	CUPA Element Aboveground Storage Tank	\$93.00 Yr
CCR	Title 27	CUPA Element Hazardous Waste Large Quantity Generator	\$141.00 Yr
CCR	Title 27	CUPA Element Hazardous Waste Small Quantity Generator	\$106.00 Yr
CCR	Title 27	CUPA Element Hazardous Waste Very Small Generator	\$23.00 Yr
CCR	Title 27	CUPA Element Hazardous Waste Permit By Rule Generator	\$122.00 Yr
CCR	Title 27	CUPA Element Accidental Release Plan	\$340.00 Yr
H&S	25400.1	Inspection/Posting of Dangerous Property (Illegal Drug Lab)	\$387.00 Ea
H&S	24500	Hazardous Materials Work Plan Review	\$228.00 Ea

PLUMAS COUNTY ENVIRONMENTAL HEALTH
EXHIBIT "A" PROPOSED FEE SCHEDULE

CODE	SECTION	DESCRIPTION	AMOUNT
<i>Liquid Waste</i>			
PCC	Sec 6-6	OWTS Installation Permit	\$441.00 Ea
PCC	Sec 6-6	OWTS Tank Only Installation Permit	\$294.00 Ea
PCC	Sec 6-6	OWTS Engineering System Installation Permit	\$546.00 Ea
PCC	Sec 6-6	OWTS Advanced Treatment Permit	\$81.00 5 Yr
PCC	Sec 6-6	OWTS Installation Permit Renewal	\$117.00 Once
PCC	Sec 6-6	OWTS Work Without Permit Investigation Fee	\$400.00 Unit
PCC	Sec 6-6	Piezometer Permit	\$96.00 5 or less per parcel
H&S	25000	Sewage Pumper Vehicle	\$62.00 Ea
<i>Water Supply</i>			
CWC	13700	GeoThermal Heat Exchange Well Installation Permit	\$495.00 Per Site with 5 or less
CWC	13700	Monitoring Well Installation Permit	\$307.00 Each. \$153.50 ea additional on same parcel
CWC	13700	Water Well Installation Permit	\$481.00 Ea
CWC	13700	Water Well Installation Permit Renewal	\$119.00 Once
CWC	13700	Water Well Installation Work Without Permit Investigation Fee	\$439.00 Unit
CWC	13700	Water Well Destruction Permit	\$158.00 Ea
<i>Land Use</i>			
PCC	6-11	Permit to Mine/Reclamation	\$105.00 Ea
PRC	21069	Lot Line Adjustment Review	\$110.00 Ea
PCC	6-11	Special Use Permit Review	\$84.00 Ea
PCC	6-11	Tentative Map Evaluation	\$70.00 Per Lot
PRC	21069	Planned Development Permit Review(without Tentitive Map)	\$144.00 Ea
PRC	21069	General Plan Amendment/Zone Change	\$91.00 Ea
PRC	21069	Negative Declaration/Environmental Impact Report Review	\$102.00 Ea
PCC	6-11	Final Map Review	\$50.00 Map
<i>Public Drinking Water</i>			
CWC	Sec 6-9	Local or State Water System Permit	\$128.00 Yr
CWC	Sec 6-9	Local or State Water System Permit Application	\$83.00 Ea
H&S	116595	Non Community Water System Application	\$288.00 Ea
CWC	13700	Non Community Water System Treated Permit	\$505.00 Yr
CWC	13700	Non Community Water System Untreated Permit	\$423.00 Yr
H&S	116595	Community Water System Application	\$471.00 Ea
H&S	116595	Community Water System 15-24 Treated Permit	\$411.00 Yr
H&S	116595	Community Water System 15-24 Untreated Permit	\$320.00 Yr
H&S	116595	Community Water System 25-99 Treated Permit	\$577.00 Yr
H&S	116595	Community Water System 25-99 Untreated Permit	\$503.00 Yr
H&S	116595	Community Water System 100-199 Treated Permit	\$708.00 Yr
H&S	116595	Community Water System 100-199 Untreated Permit	\$623.00 Yr
H&S	116595	Public Water System Permit Amendment	\$292.00 Ea
H&S	116595	Public Water System Change of Ownership	\$169.00 Ea
<i>Miscellaneous</i>			
H&S	113920	Office Hearing	\$234.00 Unit
Co. Res	01-6533	Photo Copies	\$0.20 Unit
H&S	Apr-69	Consultation/Hrly Rate	\$123.00 Hr

PLUMAS COUNTY ENVIRONMENTAL HEALTH

EXHIBIT "A" PROPOSED FEE SCHEDULE

PENALTY CHARGES

60 DAY DELINQUENCY IS SUBJECT TO A 50% PENALTY FEE
90 DAY DELINQUENCY IS SUBJECT TO AN ADDITIONAL 50% PENALTY
THESE PENALTY CHARGES APPLY TO ALL DELINQUENT FEES OWED
TO THE EXTENT ALLOWED BY LAW



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

2B1

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: FEBRUARY 22, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 7, 2017

RE: RECEIVE AN AWARD FOR EXCELLENCE PRESENTED TO THE
DEPARTMENT OF SOCIAL SERVICES FOR PROCESSING CalFRESH
APPLICATIONS WITHIN THE 30-DAY TIMELINESS REQUIREMENTS

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

It is Recommended that the Board of Supervisors

Receive an award for recognition of excellence presented to the Plumas County Department of Social Services for its performance in processing 99.2% of CalFresh/SNAP applications within the 30-day timeliness rate for 2015.

Background and Discussion

State regulations require Counties to complete the processing of an application for CalFresh/SNAP assistance (either approving it or denying it) within 30 days of receiving the application. The Board of Supervisors is aware that due to the recession in the economy and other elements, the number of persons applying for and receiving this assistance in Plumas County has more than doubled during the past six years. Despite this increase, staff in the Department of Social Services that are responsible for determining eligibility for CalFresh/SNAP have achieved state performance standards by processing 99.2% of applications within the 30-day deadline for 2015. In recognition of this achievement, the California Department of Social Services has presented PCDSS staff with a plaque recognizing excellence in performance.

It is requested that the Board of Supervisors recognize and acknowledge the staff from the Department of Social Services that perform this work for their outstanding achievement.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

262

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: FEBRUARY 21, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR MARCH 7, 2017

RE: APPROVAL AND AUTHORIZATION TO EXECUTE A CONTRACT WITH
ALICE KING, JD FOR ASSISTANCE WITH A PUBLIC GUARDIAN
MATTER

It is Recommended that the Board of Supervisors

1. Approve a contract agreement between Alice King, JD and the County of Plumas through the Department of Social Services.
2. Authorize the Director of the Department of Social Services to execute the agreement as the Board's designee.
3. Authorize the Director of the Department of Social Services to execute an extension to the agreement subject to completing Phase I of the project and subject to compensation for Phase II not to exceed \$3,000.

Background and Discussion

The Office of Plumas County Counsel serves as the legal representative for the Public Guardian. It has been determined that County Counsel has a conflict with a current matter that is case managed by the Public Guardian. Due to the conflict, County Counsel cannot represent the Public Guardian in any matter connected with this conservatorship. Consequently, an alternate attorney must be appointed to represent the Public Guardian.

The Department has held discussions with Alice King, JD. Ms. King has advised us that she is willing to assist the Department with this matter including representation in the Superior Court.

The Department envisions a two-part engagement of Ms. King. For the first part, she will conduct a scoping review of the actions necessary to complete reports to the Court in regard to this single matter. Once that is determined, Ms. King will provide the

Department with an estimate of the cost to complete the administrative and Court-related work. At the conclusion of Phase I, Ms. King will provide the Department with her analysis of the needed work and the estimated hours necessary to complete those tasks.

In addition to the Phase I element that is being considered in this request, the Department requests that the Board authorize the Director of Social Services to execute an extension of the project that is conditioned upon the completion of Phase I. Additionally, subject to receipt of an estimate of the number of hours necessary to complete Phase II, the Board authorizes the Director to approve additional compensation for completing Phase II up to a cost not to exceed \$3,000.

Financial Impact

There is sufficient funding in the Department's budgeted expenditures for Professional Services to compensate Ms. King for these services.

Copies: DSS Management
 Nancy Selvage, Human Resources Director

Enclosure: Proposed Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Alice King, Attorney at Law (hereinafter referred to as "Attorney").

The parties agree as follows:

1. **Scope of Work.** Attorney 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 seven hundred Dollars (\$700.00). In addition, County agrees to reimburse Attorney for the actual documented cost incurred in connection with services including postage, photocopies, and printing of briefs.
3. **Term.** The term of this Agreement shall be from February 7, 2017 through February 28, 201, 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 Attorney or furnish any other consideration under this Agreement and Attorney 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 Attorney 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. Attorney 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. Attorney 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 Attorney 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 Attorney or its officers, employees, agents, Attorneys, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Attorney shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Attorney agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Attorney 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. Attorney shall require all subcontractors to comply with all indemnification and insurance

requirements of this Agreement and Attorney shall verify subcontractor's compliance.

10. Licenses and Permits. Attorney 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 Attorney to practice. Attorney represents and warrants to County that Attorney 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 Attorney or his/her principals to practice.
11. Relationship of Parties. It is understood that Attorney is not acting hereunder as an employee of the County, but solely as an independent Attorney. Attorney, 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, Attorney has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Representation of Other Clients. During the term of the contract, Attorney is not prohibited from engaging in any other legal work, or representing any other client, provided that no private case shall be accepted which would cause a conflict of interest to arise wherein Attorney would be unable to represent the County.
13. Assignment. Attorney may not assign, subcontract, sublet, or transfer his/her interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Attorney 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. 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. Attorney represents that she 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 Attorney.
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:

Department of Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Attorney:

Alice King, Attorney at Law
P.O. Box 3926
Quincy, CA 95971

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 Attorney represents that he or she is fully authorized to execute and deliver this Agreement.
24. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a

period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Attorney agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

ATTORNEY:

Alice King, Attorney at Law

By: _____
Name: Alice King

Date: _____

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Social Services Director

Date: _____

Approved as to Form:

R. Craig Settlemire, County Counsel

EXHIBIT A

Scope of Work

This agreement covers phase I of what is expected to be a two-phased project. Under phase I, Attorney shall, under general direction of the Public Guardian, perform a review of a Guardianship case that must have final accountings completed and submitted to the Court.

Attorney shall perform an assessment and analysis of the administrative and legal actions that must be completed in order to complete final accountings.

Attorney shall be provided with work space, access to all records and access to the Chief Deputy Public Guardian in order to complete phase I.

At the conclusion of phase I, Attorney shall have assembled a list of all necessary administrative and legal actions needed to close out this matter. Attorney shall also provide an estimate of the time necessary to complete such actions.

EXHIBIT B

Fee Schedule

Compensation

Department of Social Services agrees to compensate Attorney at the rate of \$70 per hour for all hours worked on phase I of this project. Under phase I, Attorney shall be compensated for a maximum of 10 hours, unless both parties agree to an increase in hours. Such an increase shall be agreed to in writing.

2B3



DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: FEBRUARY 24, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MARCH 7, 2017

RE: SUPPLEMENTAL BUDGET FOR THE DEPARTMENT OF SOCIAL
SERVICES TO RECONCILE AN OVERPAYMENT RECEIVED FROM
THE CMSP GOVERNING BOARD

It is Recommended that the Board of Supervisors

- 1) Approve Supplemental Budget in the amount of \$45,000 in Revenue Account 44142 and Transfer Account 580000 in Fund 0013R, Department 70593 to facilitate transfer to Fund 0013, Department 70590
- 2) Approve Supplemental Budget in the amount of \$45,000 in Transfer Account 48000 and Expenditure Account 521700 in Fund 0013, Department 70590 to facilitate payment to the state per CMSP Reconciliation.

Background and Discussion

Under laws established in the California Welfare and Institutions Code, all counties are responsible for providing care and support to indigent persons who reside within their jurisdiction. These requirements include providing for medical care to such individuals.

The County Medical Services Program (CMSP) is formed of 35 small and medium counties. The 35 CMSP member counties pool a portion of state 1991 Public Health Realignment dollars. These funds are apportioned to the CMSP Governing Board which administers health care for indigent persons residing in the member counties.

Under the CMSP program, the member counties perform eligibility determinations for resident indigents. Persons who are determined eligible for CMSP may then receive health care from medical providers such as hospitals, clinics and other providers that will accept CMSP members. The CMSP Governing Board provides each member county with an allocation of funds to perform eligibility determinations. The allocation of funds is based on an estimate of CMSP members that is derived from actual counts

from the prior year for each county. These funds are provided in advance to counties in two payments during the fiscal year.

With the implementation of the Affordable Care Act (ACA) in January, 2014, many former CMSP members became eligible for Federal Medicaid (California's Medi-Cal program). Where previous to the ACA, single non-disabled indigent adults were generally not eligible for Federal Medicaid, the changes brought about within the ACA included providing for eligibility for those persons who are low income. These provisions caused CMSP enrollment in the 35 member counties to drop significantly. This circumstance has led to member counties being allocated more funds for eligibility determinations than they actually expended.

Under the CMSP Governing Board's policies, unexpended funds are recovered (See enclosed correspondence from the CMSP Governing Board). In normal circumstances this would occur by offsetting the following year's allocation by the amount owed to the Governing Board. However, since enrollment for CMSP is now so low, recovery through the offset process is not feasible. The Governing Board has, as a result, requested that member counties repay the unused allocation.

For Plumas County, the overpayment amount has been determined to be \$44,639. Since this matter arose following the development and approval of the budget for the Department of Social Services, no appropriation was made to repay the overpayment. That is what brings this matter to your Board.

The Department has reviewed the overpayment amount and we are in agreement that it is correct. The approval of the enclosed Request for Supplemental Budget will provide a budget appropriation for this expenditure.

Financial Impact

There is no impact to the County General fund as a result of this action. Funds being returned to the CMSP Governing Board belong to the Board and have already been received in the county.

Other Agency Involvement

The Auditor-Controller has reviewed this matter and has assisted the Department with the preparation of the supplement.

Copies: DSS Management Staff
 Mimi Hall, Public Health Director
 Roberta Allen, Auditor-Controller

Enclosures

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

The reason for this request is (check one):

Dept. No: Date 2/27/2017

Date 2/27/2017

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

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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Unbudgeted revenue received, need to increase account 580000 to transfer to Dept 70590

B) Unbudgeted revenue received

C) Required to repay CMSP to state

D)

Approved by Department Signing Authority:

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Agenda Item No.

Clerk of the Board Sig

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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

> PUBLIC ASSISTANCE
.: 26 ADMINISTRATIONFUND: 0013R SS - REALIGNMENT
DEPARTMENT: 70593 SS - REALIGNMENT

(1) ACCOUNT	(2)	(3) 2014-15 ACTUAL	(4) 2015-16 ACTUAL	(5) 2016-17 APPROVED	(6) 2016-17 AMENDMENTS	(7) 2016-17 AMENDED	(8) PERIOD 8 ACTUAL	(9) PERIOD 8 % USED	(10) REMAINING BALANCE
43 USE OF MONEY & PROPERTY									
43010	INTEREST-INVESTED FUNDS	18,107	20,467	10,000		10,000	28,643	286.43%	-18,643
43	USE OF MONEY & PROPERTY	18,107	20,467	10,000		10,000	28,643	286.43%	-18,643
44 STATE & FEDERAL AID									
44142	ST.-AID HLTH REALIGN. REV	468,460	381,519	0		0	412,827		-412,827
44	STATE & FEDERAL AID	468,460	381,519	0		0	412,827		-412,827
48 TRANSFER									
48000	TRANSFER	22,592		0		0	0		0
48780	TRN-SS CAL WORKS MOE	423,133	387,240	375,000		375,000	128,335	34.22%	246,665
48782	TRN-FAMILY SPT SUBACT	153,355		2,089,973		2,089,973	530,955	25.40%	1,559,018
48	TRANSFER	599,080	387,240	2,464,973		2,464,973	659,290	26.75%	1,805,683
70593	REVENUES	1,085,647	789,226	2,474,973		2,474,973	1,100,759	44.48%	1,374,214
52 SERVICES & SUPPLIES									
525000	OVERHEAD	58	59	168		168	84	50.00%	84
52	SERVICES & SUPPLIES	58	59	168		168	84	50.00%	84
70593	EXPENDITURES	58	59	168		168	84	50.00%	84
58 TRANSFERS									
580000	TRANSFER	1,141,105	429,300	2,474,914		2,474,914	0	.00%	2,474,914
58	TRANSFERS	1,141,105	429,300	2,474,914		2,474,914	0	.00%	2,474,914
70593	TRANSFERS	1,141,105	429,300	2,474,914		2,474,914	0	.00%	2,474,914
*70593 SS - REALIGNMENT									
	EXPENDITURES	58	59	168		168	84	50.00%	84
	TRANSFERS	1,141,105	429,300	2,474,914		2,474,914	0	.00%	2,474,914
	NET EXPENDITURES	1,141,163	429,359	2,475,082		2,475,082	84	.00%	2,474,998
	LESS REVENUES	1,085,647	789,226	2,474,973		2,474,973	1,100,759	44.48%	1,374,214
	COST TO COUNTY	55,516	-359,867	109		109	-1,100,675*****		1,100,784

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) See Attachment (A)

B) _____

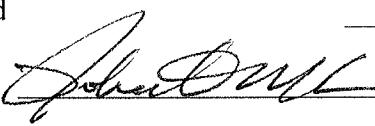
C) _____

D) _____

Approved by Department Signing Authority: _____

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

Supplemental Budget 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) Reason for the request:

The CMSP Governing Board has requested the timely repayment of CMSP eligibility allocation overpayments for FY 12/13 and FY 13/14 totaling \$44,639.

B) Reason why there are sufficient balances in affected accounts to finance transfer:

There are not sufficient balances in the existing accounts to reconcile the CMSP overpayments for FY 12/13 and FY 13/14.

The FY 16/17 BOS approved budget did not include the CMSP eligibility allocation overpayment refund as a line item because the Department did not receive the request for repayment prior to the budget process.

The Department of Social Services requests a new line item be added to the budget with funding through the 1991 / 2011 Realignment Reserves in order to reconcile the CMSP eligibility allocation overpayment.

C) Why transfer cannot be delayed until next budget year:

The CMSP Governing Board has requested the timely repayment of the CMSP eligibility allocation overpayments for FY 12/13 and FY 13/14.

D) Reason for the receipt of more or less revenue than budgeted:

Plumas County CMSP cases declined in FY 12/13 and FY 13/14 with the passing of the Affordable Care Act and the implementation of the Covered California Health Care Program.

*Copy: Michael
BS*

CMS
GOVERNING BOARD

December 21, 2016

TO: Mimi Khin Hall, MPH, CHES, Director, Plumas County Public Health
Elliott Smart, Director, Plumas County Department of Social Services

RE: Recoupment of CMSPI Eligibility Administration Funding Overpayments

In October 2016, a letter was sent from the County Medical Services Program Governing Board Chair to each county with CMSPI eligibility allocation overpayments to ask these counties to present their plans for timely repayment (see attached). Since that time, several counties have made contact with the CMSPI Governing Board and are in the process of paying the Governing Board or have paid the Governing Board. Your county was not among those that responded to the Governing Board's request for a repayment plan.

At the December 8, 2016 Board Meeting, the Board directed the CMSPI Staff to contact all counties that had not responded to the Governing Board's request and provide a final invoice for the amount due from the county with a request for payment as soon as possible. Eligibility allocation overpayments have been updated and finalized through additional auditing of each county's expenditures and allocations. Attached is the updated and final invoice presenting the amount due from your county. Payments should be sent to the following address:

County Medical Services Program
Attention: Finance
1545 River Park Drive, Suite 435
Sacramento, CA 95818

Please contact me at your earliest opportunity to finalize the details of your county's payment of the amount due the CMSPI Governing Board. I can be reached at (916) 649-2631, extension 113 or via e-mail at kbrownstein@cmspcounties.org.

Thank you for your time and attention to this matter.

Sincerely,



Kari Brownstein
Administrative Officer

cc: Chair and Members, CMSPI Governing Board
Cathy Deubel Salenko, CMSPI General Counsel

CMSP

GOVERNING BOARD

October 14, 2016

TO: County Administrative Officers
County Health Directors
County Social Services Directors

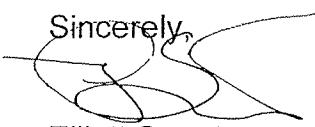
RE: Recoupment of CMSP Eligibility Administration Funding Overpayments

As a part of your County's participation in the County Medical Services Program (CMSP), your county is allocated eligibility administration funding for the costs of determining eligibility for your County's residents seeking CMSP benefits. Under the CMSP Governing Board's standing policy, when a County's actual costs for CMSP eligibility administration are less than the County's CMSP eligibility allocation, the County is to receive an amount equal to its actual cost and the Governing Board recoups any overpayment in excess of the actual county cost. In the past, the Governing Board recouped overpayments from counties by offsetting the amount allocated for CMSP eligibility administration the following fiscal year.

With implementation of the Affordable Care Act (ACA) and the expansion of Medi-Cal beginning January 1, 2014, CMSP enrollment has dropped significantly. This has resulted in a substantial reduction in the amount of CMSP eligibility administration funding allocated to counties and limited the Governing Board's ability to recoup overpayments to counties from prior fiscal years. At the Governing Board's September 29, 2016 meeting, the Board determined that recouping prior year CMSP eligibility administration overpayments from future eligibility administration county allocations is no longer feasible because it would take more than ten years to recoup the overpayments. The Governing Board directed the Board Chair to contact all counties with CMSP eligibility allocation overpayments and ask these counties to present their plans for timely repayment.

For your use, attached is an invoice presenting your county's overpayment and amount due to the CMSP Governing Board. To initiate your plan for repayment of the amount due, please contact Kari Brownstein, CMSP Administrative Officer, at (916) 649-2631, extension 113 by November 15, 2016 with your proposed repayment plan. County repayment proposals will be taken to the December 8, 2016 Governing Board meeting for consideration. Thank you for your consideration and action concerning this matter.

Sincerely,



Elliott Smart
CMSP Governing Board Chair

cc: Members, CMSP Governing Board
Kari Brownstein, CMSP Administrative Officer
Cathy Deubel Salenko, CMSP General Counsel

County Medical Services Program Governing Board
Eligibility Allocation Overpayment Invoice
FY 2012-13, FY 2013-14

County: Plumas

DESCRIPTION	County Allocation	County Expenditure	Amount Collected	Amount Due
FY 2012-13 Eligibility Allocation	\$ 92,113	\$ 75,315	\$ 16,798	
FY 2013-14 Eligibility Allocation	\$ 76,221	\$ 48,348	\$ 32	\$ 27,841
Amount Due			\$ 44,639	



Office of the Sheriff

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

dc

GREGORY J. HAGWOOD
SHERIFF/CORONER

DATE: **February 15, 2017**
TO: **Honorable Board of Supervisors**
FROM: **Sheriff Gregory Hagwood** A handwritten signature in black ink, appearing to read "Gregory Hagwood".
RE: **Agenda Item for the meeting of March 7, 2017**

Recommended Action:

Review and have the Chair sign a service agreement with Sierra Electronics for 2017.

Background and Discussion:

The Sheriff's Office and Sierra Electronics have a long-term relationship with the latter supplying needed communication systems maintenance, systems replacement and project support. The attached contract has the exact terms as last year's contract approved by your Board, with just the date changed to cover calendar year 2017.

While the contract cap is at \$350,000, the base fee paid to Sierra Electronics is just over \$30,000 per year, with the balance available for unanticipated issues or new projects. The base fee provides 24/7 response to all communication infrastructure needs as well as shop and depot level repair of mobile and portable radios.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Berry Enterprises, Inc., a Nevada corporation doing business as Sierra Electronics (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. Term. The term of this agreement shall be from January 1, 2017 through December 31, 2017, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS W

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

____ COUNTY INITIALS

CONTRACTOR INITIALS 

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Office
County of Plumas
1400 E. Main St. Quincy, CA 95971
Attention: Dean Canalia, Assistant Sheriff

Contractor:

Sierra Electronics
690 East Glendale Ave., Suite 98
Sparks, NV 89431
Attention: Contracts Manager

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

____ COUNTY INITIALS

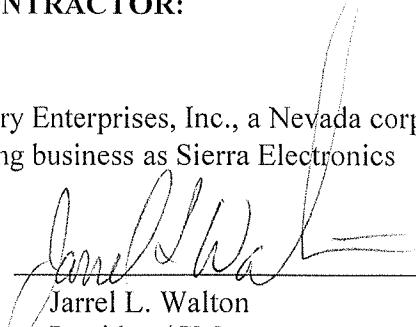
- 5 -

CONTRACTOR INITIALS 

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

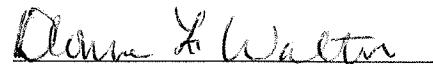
CONTRACTOR:

Berry Enterprises, Inc., a Nevada corporation
doing business as Sierra Electronics

By: 

Jarrel L. Walton
President/GM

Date signed: 12-31-2017

By: 

Donna L. Walton
Secretary

Date signed: 12-31-2017

COUNTY:

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

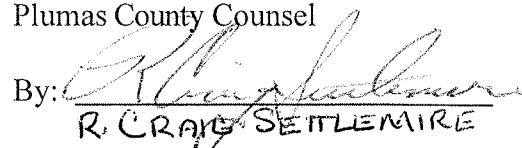
By: _____

Name: _____
Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

Plumas County Counsel

By: 
R. CRAIG SETTEMIRE

County Counsel
Date signed: 2/8/2017

____ COUNTY INITIALS

-6-

CONTRACTOR INITIALS 

EXHIBIT A

Equipment Description	Model#	Serial#	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
MSF 5000 UHF RF Link			Dispatch/Huff	138.00	138.00
MSF 5000 Repeater		Huff/Red	Black	69.00	69.00
Quantar Repeaters			HiRed/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	1440
XTL5000 Mobile Radios			Quincy	7.20	23040
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	1440
Federal TM4 Siren Control Modules			Quincy	4.60	128.80
Undercowr Siren & Light Controllers			Quincy	4.60	1840
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		O Beck/Flea/Hough/Rr	69.00	276.00
Quantar Repeater	MedCon Equipment		ODyer	69.00	69.00
				Monthly Total	2511.90

Scope of Work and Fee Schedule

For all labor work on equipment that is not covered under the attached Equipment List, Contractor's labor rates are:

For in-shop or field installation: \$65.00 per hour

For bench repairs: \$88.00 per hour

For field repairs: \$96.00 per hour

For high technical labor: \$125.00 per hour

The labor rates listed in this Agreement shall not be applicable to project-based work awarded following the solicitation of bid requests from the County. The labor rates for such project-based work shall be the amounts quoted in Contractor's responses to such bid requests.



DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com

DATE: February 16, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MARCH 7, 2017.

RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, SHERIFF'S DEPARTMENT UNIT AND SHERIFF MID-MANAGEMENT UNIT

IT IS RECOMMENDED THAT THE BOARD:

Approve resolutions to ratify the Memorandum of Understanding (MOU) for the Plumas County Sheriff's Employees Associations, Sheriff Department Unit (SDU) and the Sheriff's Mid-Management Unit (SMU) for the period of July 1, 2016 through June 30, 2018.

BACKGROUND AND DISCUSSION:

The County negotiation team lead by Jack Hughes and the Sheriff's Employees Association lead by Dawud Brewer, have worked diligently over numerus months to bring forward these agreements for your approval. As noted above, these agreements are for the time period of July 1, 2016 through June 30, 2018.

The County negotiation team has met in good faith with the bargaining team of the Plumas County Sheriff's Employees Association to reach a tentative agreement. There have been a few changes to the tentative MOU which address membership fees, the wage increases of an immediate a retroactive 2% raise effective the pay period including July 1, 2016 and another 2% increase to the employees' hourly wages effective the pay period including July 1., 2017. Increases to health insurance premiums for employer contributions are also included in these new MOUs.

Highlights from the tentative MOU for the Plumas County Sheriff's Employees Association includes the following new agreed upon conditions:

WAGE AND RELATED

ARTICLE 6.01 WAGE:

2.0 % base wage increase for all classifications effective the pay period including July 1, 2016.

2.0% base wage increase for all classifications effective the pay period

ARTICLE 12.01 **ACTIVE EMPLOYEE HEALTH PLAN:** County paid health insurance is a benefit exclusively for eligible probationary and for-cause employees.

Effective July 1, 2016 the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance:

Employee Only: \$569.88

Employee Plus One: \$1,171.80

Full Family: \$1,511.12

The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Reopener

The Association may request to reopen negotiations following receipt of the 2018 CalPERS health insurance premiums to discuss County monthly medical insurance premium contributions for calendar year 2018.

ARTICLE 14.01 CLOTHING AND UNIFORM ALLOWANCE:

(1) The semi-annual uniform allowance personnel required to wear a uniform is as follows:

Non- Safety Personnel - \$275
Correctional Personnel - \$350
Safety Personnel - \$400

(2) Initial newly hired Deputy Sheriffs shall be granted an initial Uniform and Equipment Allowance of \$850 (eight hundred fifty dollars), which shall be in addition to the regular semi-annual (January and July) allotment for which they shall become eligible at the next payment that is at least six (6) months following date of hire.

(3) *In addition to the current annual uniform allowance paid semi-annually, new hire Correctional Officers shall receive an initial, one-time \$850.00 allowance from the County following the new employee's hiring. This provision shall take effect prospectively following the Board of Supervisors' adoption of this Memorandum of Understanding.*

A copy of the Plumas County Sheriff's Associations Memorandum of Understandings for the Sheriff Department Unit and the Sheriff Mid-Management Unit are on file with the Clerk of the Board. The new MOUs includes Appendix A, list of the Associations Job Classifications for both Units.

At this time I respectfully request approval of the Resolution to ratify the Memorandum of Understanding with the Sheriff's Department Unit and the Sheriff's Mid-Management Unit.

RESOLUTION NO. 2017- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS
BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY
SHERIFF'S EMPLOYEES ASSOCIATION, SHERIFF'S DEPARTMENT UNIT
AND SHERIFF'S MID-MANAGEMENT UNIT**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Sheriff's Employees Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours and other terms and conditions of employment, for the Plumas County Sheriff's Employees Association. The period covered under this tentative agreement is July 1, 2016 through June 30, 2018.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit.

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 Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A and Exhibit B.
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 7th day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

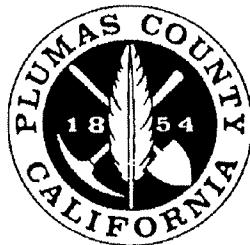
Clerk of the Board

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: February 16, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MARCH 7, 2017.

RE: EMPLOYEE RETIREMENT CONTRIBUTIONS TO BE MADE ON A PRETAX BASIS IN ACCORDANCE WITH PROVISIONS OF INTERNAL REVENUE CODE 414 (h)(2) FOR EMPLOYEES COVERED UNDER THE UNIT MOUS FOR THE PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution allowing employees covered under the Memorandum of Understandings for the Plumas County Sheriff's Employees Association, Sheriff Department Unit and the Sheriff's Mid-Management Unit, to make the required contributions to CalPERS on a pre-tax basis.

BACKGROUND AND DISCUSSION:

The attached resolution satisfies the CalPERS requirement for adopting changes for County employees making contributions on a pre-tax basis. In order for the County to make these changes in the payroll system, CalPERS must also accept the Board of Supervisors adopted Resolutions before changes can be made the CalPERS employee contributions.

It is recommended to adopt the attached Employee Paid Member Contribution (EPMC) resolution for the Plumas County Sheriff's Employees Association for the Sheriff Department Unit and the Sheriff's Mid-Management Unit.

RESOLUTION NO. 2017- _____

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRS 414(h)(2)
EMPLOYER PICK-UP

WHEREAS, the governing body of the County of Plumas has the authority to implement the provisions to section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the County of Plumas has determined that even though the Implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to employees covered under Memorandum of Understandings with Plumas County Sheriff's Employees Association, Sheriff's Department Unit and the Sheriff's Mid-Management Unit, who are members of the California Public Employee's Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the County of Plumas will implement the provisions of section 414(h)(2) IRC by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the County of Plumas to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the County of Plumas in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the County of Plumas to the California Public Employees' Retirement System.
- IV. That the County of Plumas shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the County of Plumas to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.)

- VI. That the contributions designated as employee contributions made by the County of Plumas to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.
- VII. The effective date of this Resolution shall be the first full pay period following Board adoption and acceptance by CalPERS.

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 7th day of March, 2017, by the following vote:

AYES: Supervisor
NOES: Supervisor
ABSENT: Supervisor

Lori Simpson
Chairperson, Board of Supervisors

ATTEST:

Clerk of Board of Supervisors

FOR CALPERS USE ONLY

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)

Approved by: _____

Title: _____

3A

AMENDMENT TO EMPLOYMENT AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND TIM W. GIBSON

This Amendment to Employment Agreement ("Amendment") is made on February 21, 2017, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and TIM W. GIBSON ("CONTRACT EMPLOYEE"), an individual, who agree as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and TIM W. GIBSON have entered into a written "Employment Agreement" made on January 8, 2013, and effective January 8, 2013, (the "Agreement"), by which PLUMAS COUNTY appointed TIM W. GIBSON as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures, and TIM W. GIBSON accepted such appointment and agreed to serve as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures.
- b. TIM W. GIBSON's initial term as Plumas County Counsel expired January 7, 2017.
- c. COUNTY, acting by and through its Board of Supervisors, desires to reappoint and continue to employ TIM W. GIBSON as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures.
- d. TIM W. GIBSON desires to accept reappointment as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures.
- e. Because of the forgoing considerations, the parties desire to amend the Agreement.

2. Amendments: The parties agree to amend the Agreement as follows:

- a. **Reappointment:** The Plumas County Board of Supervisors hereby reappoints TIM W. GIBSON as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures effective March 7, 2017, and continuing for a term of four (4) years pursuant to California Food and Agriculture Code section 2122 and Business & Professions Code section 12200 until his successor is appointed, unless he is removed as set forth in paragraph 3, of the Agreement. TIM W. GIBSON hereby accepts the reappointment as the Plumas County Agricultural Commissioner – Sealer of Weights and Measures.
- b. **Term:** As provided in paragraph 2 of the Agreement, the term of the Agreement continues during the term of any appointment, or in the event of the expiration of a term in office until the appointment of CONTRACT EMPLOYEE's successor.

____ COUNTY Initials

CONTRACT EMPLOYEE Initials _____

c. **Salary:** The following is added to Paragraph 4 of the Agreement:

Beginning March 7, 2017, CONTRACT EMPLOYEE's monthly base salary shall be Seven Thousand Thirty-three and 34/100 Dollars (\$7,033.34).

3. **Effectiveness of Agreement:** Except as set forth in this Amendment to Employment Agreement, all provisions of the Agreement made January 8, 2013, shall remain unchanged and in full force and effect.

4. **Signatures:**

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

EMPLOYEE

By: _____
Lori Simpson,
Chair, Board of Supervisors

TIM W. GIBSON

Dated: _____, 2017

Dated: _____, 2017

ATTEST:

By: _____
Nancy DaForno, Clerk of the Board

Dated: _____, 2017

Approved as to form:

R. Craig Settlemire, Plumas County Counsel

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COUNTY Initials

CONTRACT EMPLOYEE Initials

3B

AMENDMENT TO EMPLOYMENT AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND WILSON ROBERT BRUNSON

This Amendment to Employment Agreement ("Amendment") is made on March 7, 2017, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and WILSON ROBERT BRUNSON ("CONTRACT EMPLOYEE"), an individual, who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and WILSON ROBERT BRUNSON have entered into a written "Employment Agreement" made on June 7, 2016, and effective June 20, 2016, (the "Agreement"), by which PLUMAS COUNTY appointed WILSON ROBERT BRUNSON as the Plumas County Director of Behavioral Health, and WILSON ROBERT BRUNSON accepted such appointment and agreed to serve as the Plumas County Director of Behavioral Health.
- b. COUNTY, acting by and through its Board of Supervisors, conducted a performance evaluation of CONTRACT EMPLOYEE on January 17, 2017, and determined that CONTRACT EMPLOYEE's performance has been highly effective.
- c. Recognizing WILSON ROBERT BRUNSON's effective performance as Plumas County Director of Behavioral Health, the COUNTY's Board of Supervisors desires to accelerate the salary adjustment provided in Paragraph 4 of the Agreement.
- d. Because of the forgoing considerations, the parties desire to amend the Agreement.

2. **Amendment:** The parties agree to amend the Agreement as follows:

- a. **Salary:** The last sentence of Paragraph 4 of the Agreement is amended to read as follows:

Beginning March 7, 2017, CONTRACT EMPLOYEE's monthly base salary shall increase to the sum of Eleven Thousand Two Hundred Fifty and No/100 Dollars (\$11,250.00).

3. **Effectiveness of Agreement:** Except as set forth in this Amendment to Employment Agreement, all provisions of the Agreement made June 7, 2016, shall remain unchanged and in full force and effect.

____ COUNTY Initials

CONTRACT EMPLOYEE Initials

4. Signatures:

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

EMPLOYEE

By:

Lori Simpson,
Chair, Board of Supervisors

WILSON ROBERT BRUNSON

Dated: _____, 2017

Dated: _____, 2017

ATTEST:

By: _____
Nancy DaForno, Clerk of the Board

Dated: _____, 2017

Approved as to form:

R. Craig Settlemire, Plumas County Counsel

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COUNTY Initials _____

CONTRACT EMPLOYEE Initials _____