

## **BOARD OF SUPERVISORS**

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

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

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

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

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

**AGENDA FOR REGULAR MEETING OF OCTOBER 3, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) CLERK OF THE BOARD**

Approve Board minutes for September 2017

#### **B) BOARD OF SUPERVISORS**

Ratify letter to the Department of Transportation (Caltrans) for encroachment permit (Chester Jr. Sr. High School: 11<sup>th</sup> Annual Chester High School Homecoming Parade, Friday, October 6, 2017 at 1:30 p.m., Chester, CA)

#### **C) SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement, not to exceed \$20,000, between County of Plumas and John Fehrman, dba Fehrman Mortuary and Crematory; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement, not to exceed \$40,000, between County of Plumas and DeMartile Automotive, Inc. for service and repair of Sheriff's vehicles; approved as to form by County Counsel

#### **D) HUMAN RESOURCES**

Authorize the Department of Human Resources to recruit and fill vacant, funded and allocated 1.0 FTE Human Resources Technician I/II, created by promotion

**E) FACILITY SERVICES**

Approve and authorize the Director of Facility Services to sign contract between County of Plumas and Caley Electric, not to exceed \$48,000, for electrical work in the Social Services Department; approved as to form by County Counsel

**F) PROBATION**

Authorize the Probation Department to recruit and fill vacant, funded and allocated 1.0 FTE Probation Assistant position, created by resignation

**G) AUDITOR/CONTROLLER**

- 1) Approve and authorize the Auditor/Controller to sign agreement, not to exceed \$10,800, between County of Plumas and Howard E. Nyhart Company, Inc. for Actuarial Valuation of Plumas County's retiree health benefits; approved as to form by County Counsel
- 2) Approve and authorize the Auditor/Controller to sign services agreement, not to exceed \$8,000, between County of Plumas and MGT of America, Inc. for preparation of the 2 CFR Part 200 Cost Plan for use in the FY 2018-2019 budget; approved as to form by County Counsel

**H) PUBLIC WORKS**

Authorize Public Works to recruit and fill vacant, funded and allocated 2.0 FTE Road Maintenance Supervisor positions (Chester District and Greenville District), created by retirement

**2. PLUMAS RURAL SERVICES**

Adopt **PROCLAMATION**, Proclaiming the Month of October 2017 as Domestic Violence Awareness Month in Plumas County; discussion and possible action

**3. DEPARTMENTAL MATTERS**

**A) 10:30 A.M. PUBLIC HEALTH AGENCY** – Andrew Woodruff

**PUBLIC HEARING:** Adopt **RESOLUTION** amending the Master Fee Schedule to reduce the Application Fee for Medical Marijuana Identification Cards (MMIC) necessary to comply with Proposition 64 and Senate Bill 94, effective January 1, 2018. **Roll call vote**

**B) ENGINEERING** – Robert Perreault

Extend the Graeagle Unit 9 Subdivision one-year warranty period for one-month, to expire on November 9, 2017; discussion and possible action

**4. BOARD OF SUPERVISORS**

- A. Report and update on Cannabis ordinance; discussion, possible action and/or direction to staff
- B. Direct Human Resources to recruit and fill vacant, funded and allocated 1.0 FTE Deputy Director of Behavioral Health position, created by resignation; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Deputy Director of Behavioral Health
- B. Personnel: Public employee performance evaluation – Clerk of the Board
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- D. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (c) of Government Code §54956.9 (one case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

### **ADJOURNMENT**

Adjourn meeting to Tuesday, October 10, 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



1B

September 21, 2017

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**CHESTER JR. SR. HIGH SCHOOL**  
11<sup>TH</sup> Annual Chester High School Homecoming Parade, Friday, October  
6, 2017 at 1:30 p.m., Chester, CA

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

Sincerely,

A handwritten signature in black ink that reads "Lori Simpson".

Lori Simpson, Chair

Cc: Plumas County Director of Public Works



# Chester Jr. Sr. High School



P.O Box 797 - 612 First Street  
Chester, CA 96020  
530-258-2126      Fax 530-258-2306  
Terry Hernandez, Principal

September 13, 2017

Plumas County Board of Supervisors  
Attn: Sharrie Thrall  
520. Main St. Room 309  
Quincy, ca 95971

Dear Sharrie,

Chester High School is preparing for our 11th annual Homecoming Parade on October 6, 2017 at 1:30 PM.

We are in need of a resolution from your governing body acknowledging this event so that we may forward to the State of California Department of Transportation as well as Plumas County Department of Public Works.

We have attached a copy of this year's parade logistics for your familiarity with this event and the letter we received from you this year.

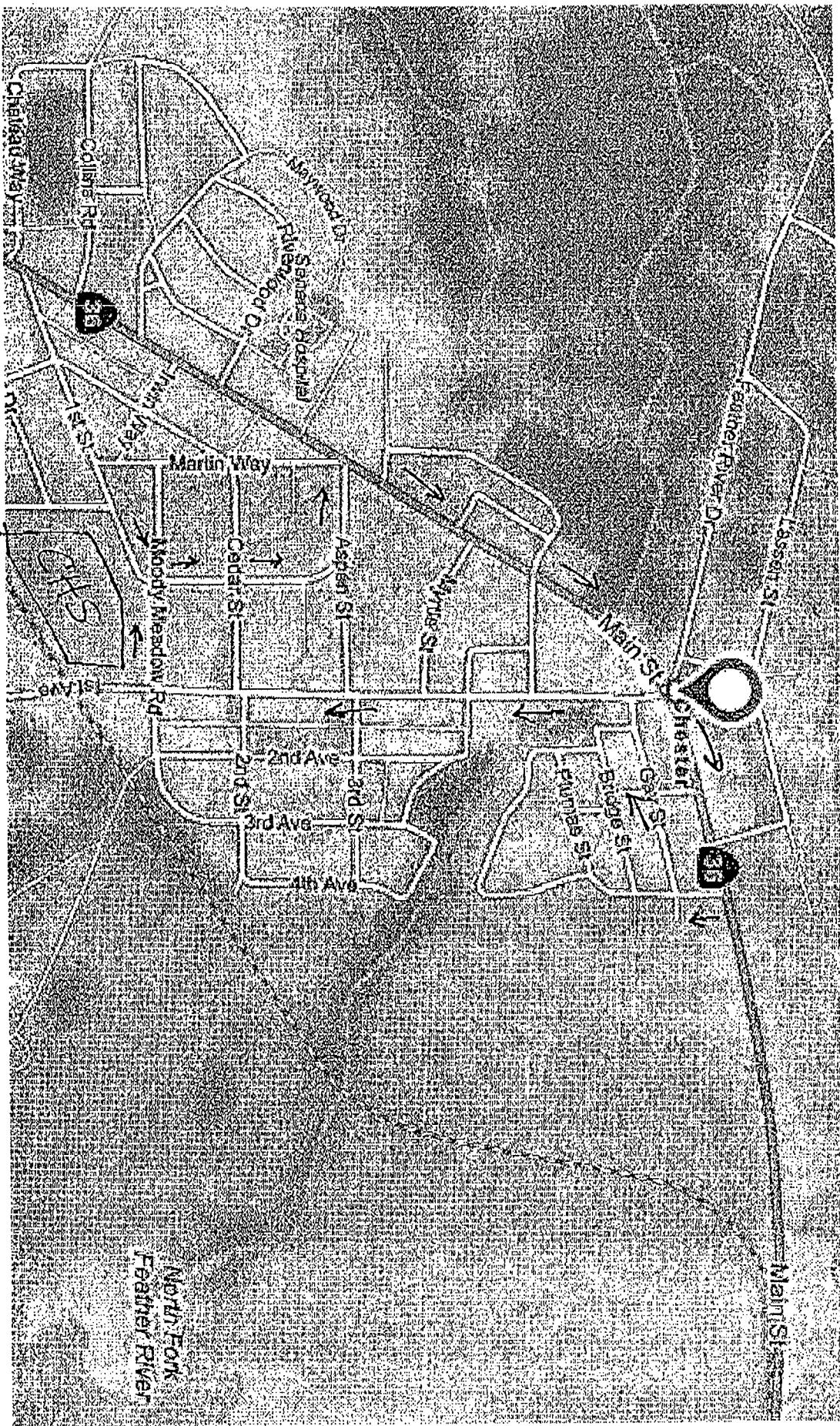
We appreciate your attention to this matter and invite you to attend this year's parade and see all the local businesses have decorated to show spirit for the football team and high school.

Sincerely,

Gina Pixler, ASB Advisor

***“Home of the Volcanoes”***

## CHS Homecoming Parade Route





# Office of the Sheriff

## Office of Emergency Services

1c1

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** **September 14, 2017**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Greg Hagwood** 

**RE:** **Agenda Item for the meeting of October 3, 2017**

**RECOMMENDATION:**

Approve and sign service agreement with John Fehrman, doing business as Fehrman Mortuary and Crematory (PCSO00023) in the amount of \$20,000.00.

**BACKGROUND & DISCUSSION:**

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

Attached is the service agreement between the County of Plumas, Office of the Sheriff and Fehrman Mortuary and Crematory (PCSO00023).

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

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 Department (hereinafter referred to as "County"), and John Fehrman, an individual, doing business as Fehrman Mortuary and Crematory (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed twenty thousand Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018, 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. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
  - c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance shall be primary insurance as respects the County, its officers, officials,

employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Fehrman Mortuary and Crematory  
PO Box 53  
Quincy, CA, 95971  
Att: John Fehrman

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

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

CONTRACTOR:

By: \_\_\_\_\_

Date \_\_\_\_\_

John Fehrman, an individual doing  
business as Fehrman Mortuary and  
Crematory

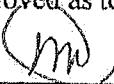
COUNTY:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

  
Plumas County Counsel

Date: 9-13-17

EXHIBIT A

Scope of Work

The Service Provider, an independent contractor in all aspects, agrees to provide the county under the Terms of this Agreement the following services, 24 on call and as needed to assist in coroners duties to include personnel, equipment and licensed facilities as requested by Sheriff's Office personnel.

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county which will include the decedent's name, date services were provided, location and cost breakdown. The County shall pay the Contractor no later than 30 days after approval of the invoice by county staff. Refer to fee schedule.

# FEHRMAN MORTUARY & CREMATORY

378 LAWRENCE STREET, P. O. BOX 53

QUINCY, CALIFORNIA 95971

530-283-2800

1-800-542-0321

Fax: 530-283-0358

FD 306

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

[fehrman.john@gmail.com](mailto:fehrman.john@gmail.com)

August 18, 2017

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

Attn: Sheriff Gregg Hagwood

Dear Sheriff Hagwood:

Per Undersheriff Canalia's request to update his files, we are providing your office with a currant list of our fees. We have not increased them, they are the same fees as stated in our April 11, 2013 document.

➤ Local removal fee when unable to bill family.....	\$125.00
➤ Transportation of remains to Reno, NV for forensic study from Quincy	175.00
➤ Transportation of remains to Reno, NV for forensic study from Portola.....	95.00
➤ Transportation of additional remains.....	50.00
➤ Sunday or holiday additional charge.....	85.00
➤ Standby in Reno, NV (per hour) .....	41.25
➤ Use of facility for initial investigative exam or M.E.....	65.00
➤ Use of facility for autopsy .....	195.00
➤ Draw blood or urine at your request.....	45.00
➤ Refrigeration after 24 hours as required by State law (per day) .....	N/C

If we were to do 100% of the coroners work for your office, no fees would be charged to your office.

If you have any questions, please feel free to contact me.

Sincerely,



John S. Fehrman  
Owner

cc: Sargent Steve Peay  
cc: Undersheriff Dean Canalia

-----Also serving you from locations at-----

74394 Highway 70  
Portola, CA 96122  
FD 2140

169 Main Street  
Chester, CA 96020  
FD 1072

225 Elm Street  
Westwood, CA 96137  
FD 1005

113 Ann Street  
Greenville, CA 95947  
FD 238



# Office of the Sheriff

## Office of Emergency Services

ICJ

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** September 25, 2017

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of October 3, 2017

**It is recommended that the Board:**

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$40,000.

**Background and Discussion:**

The term of this contract is 10/01/17 – 09/30/18. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

This Agreement is made this 1st day of October, 2017, 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 DeMartile Automotive, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars and No/100 (\$40,000.00).
3. **Term.** The term of this agreement shall be from October 1, 2017 through September 30, 2018, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Labor and Materials.** Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this

Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- 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.

COUNTY INITIALS

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

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

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. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

COUNTY:

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Lori Simpson  
Title: Board of Supervisors, Chair

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:  
Plumas County Counsel

By: 

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

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$70.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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

10



**DATE:** September 22, 2017

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF OCTOBER 3, 2017.

**RE: AUTHORIZE TO FILL 1.0 FTE FUNDED AND ALLOCATED HUMAN RESOURCES TECHNICIAN I OR II POSITION.**

---

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

Authorize the Human Resources Director to fill the 1.0 FTE allocated and funded Human Resources Technician I or II.

### **BACKGROUND AND DISCUSSIONS**

Human Resources recently recruited to fill a vacant position for our Human Resources Analyst position due to a resignation. We recruited and filled this position through a promotion within our department which now has created another vacancy in Human Resources.

The Human Resources Technician I/II position is our front line staff person, who is responsible for greeting the public, answering the phone, coordinating recruitment for our various department's employment needs. This is a funded and allocated positon with the Human Resources Department.

I have attached the Critical Staffing Questionnaire for your consideration along with our current organization chart and job descriptions for Human Resources Technician I/II. At this time, I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and funded Human Resources Technician I or II position.

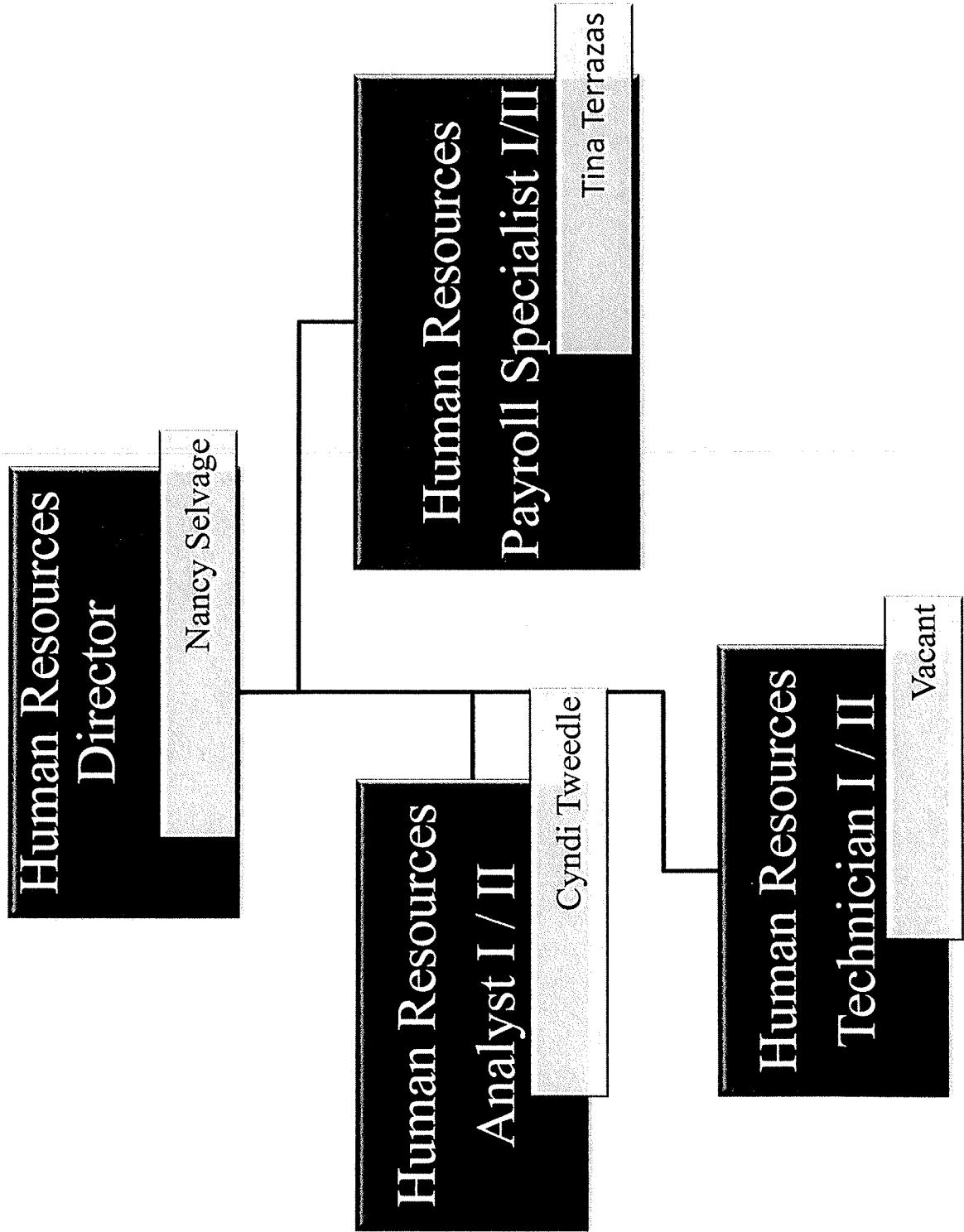
Thank you for your consideration.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the position was allocated and funded within the 2017-2018 fiscal year budget. This position is critical support to the department and is responsible for coordination of employment recruitments, on-boarding new employees, assisting customers on the phone and in person. This position is a critical team member of this department.*
- Why is it critical that this position be filled at this time? *This position is vital to the daily operations of the Human Resources Department.*
- How long has the position been vacant? *The position will be vacant off on September 15, 2017.*
- Can the department use other wages until the next budget cycle? *This position is funded and allocated for FY 2017/2018.*
- What are staffing levels at other counties for similar departments and/or positions? *For the amount of work that is requested from the Human Resources Department, staffs are stretched thin as it is. We process all the data for payroll, ACA tracking, provide new hire orientations, maintain personnel files, track employees, verify employment, conduct job classification reviews, update system codes and records as needed, and a whole lot more. We are a small department with a very big work load.*
- What core function will be impacted without filling the position prior to July 1? *This position has a very heavy workload and has various timelines. Until this position can be filled, the three remaining staff will be required to coordinate these duties in addition to their own work load.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *We would do our best to see that the County did not suffer any negative fiscal impact. However, if reporting requirements are not completed in a timely manner, penalties could be received.*
- 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? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
- 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?
- Does the department have a reserve? *No, Human Resources is funded totally by the General Fund.* If yes, provide the activity of the department's reserve account for the last three years?

# Human Resources Department

## Organizational Chart



## **HUMAN RESOURCES TECHNICIAN I**

### **DEFINITION**

Under supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resources program and benefit plans; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Human Resource Technician Series, which performs complex and technical Human Resource assignments.

### **REPORTS TO**

Human Resource Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HUMAN RESOURCES TECHNICIAN I - 2**

### **EXAMPLES OF DUTIES**

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment.
- Prepares job announcements and places advertisements for job openings in appropriate publications.
- Prepares application packages.
- Responds to questions and inquires from applicants as to the status of their applications.
- Functions as the Proctor in the testing process of the recruitments.
- Sets pass points on test; maintains recruitment files.
- Reviews and processes personnel transactions.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation, assists employees, and performs duties related to employment benefits, Worker's Compensation, disability and unemployment insurance programs.
- May conduct a variety of telephone and mail surveys.
- Prepares survey replies.
- Compiles, organizes, and reviews data for special projects, and reports.
- Has responsibility for Workers Compensation claims, tracking injuries, payments and troubleshoots as the need arises.
- Serves as receptionist for the Human Resources Department, answering inquires and providing information.
- Organizes and maintains human resource information systems.
- Issues and tracks identification badges.
- Operates computers and office equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

## **HUMAN RESOURCES TECHNICIAN I - 3**

## DESIRABLE QUALIFICATIONS

### Knowledge of:

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

### Ability to:

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for wordprocessing, recordkeeping, and administrative functions.
- Deal professionally and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible office and administrative support experience in a local government personnel or administrative office.

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

## **HUMAN RESOURCES TECHNICIAN II**

### **DEFINITION**

Under general supervision; to perform difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County human resource program and benefit plans; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the Journey Level position in the Human Resource Technician series which performs complex and technical human resource assignments with only general supervision.

### **REPORTS TO**

Human Resources Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HUMAN RESOURCES TECHNICIAN II - 2**

### **EXAMPLES OF DUTIES**

- Assists County staff and the public by answering inquiries concerning human resource transactions, policies and records.
- Assists in the administrating of the human resource policies and maintaining compliance with MOU's.
- Processes all data base information concerning employees salary, withholdings, benefits, deductions, direct deposit, leave accruals.
- Creates and implements salary grids.
- Maintains employee personnel file.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Provides orientation to departments and employees concerning the coordination of State Disability, Workers Compensation and Family Medical Leave.
- Tracks hours for Family Medical Leave.
- Has responsibility for enrolling employees in health plan.
- Responds to correspondence and public inquires.
- Process all state required reports.
- And develops a variety of reports for departments, Board of Supervisors, negotiator and union representatives.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

## **HUMAN RESOURCES TECHNICIAN II - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's personnel programs.
- County hiring procedures, including procedures used by the California Interagency Merit System.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.

#### **Ability to:**

- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience comparable to a Human Resources Technician I with Plumas County.

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



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

JE

**Dony Sawchuk**  
Director

Board Date: October 3, 2017

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

**Subject:** Authorize the Director of Facility Services to sign and execute  
Agreement with Caley Electric in the amount of \$48,000 for electrical  
work in the Social Services Department.

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### Background

Caley Electric will rewire and install new lighting fixtures in the offices of the Plumas County Department of Social Services at the Courthouse Annex.

### Recommendation

Authorize the Director of Facility Services to sign and execute Contract for Caley Electric in the amount of \$48,000 for electrical work in the Social Services Department.

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



IF

Phone: (530)283-6200  
FAX: (530)283-6165

DATE: October 3, 2017

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request for approval to fill fully funded vacant 1.0 FTE Probation Assistant

### Recommendation

Approve the filling of the recently vacant, allocated position of 1.0 FTE Probation Assistant with .5 wages funded by Department 20400 and .5 wages funded by Department 20415 (YOBG Grant). This position is currently allocated and funded in the 2017-2018 budget.

### Background and Discussion

October 3, 2017 will be the current Probation Assistant's last day in the Probation Department; she took a position with another County department. This is a very important position and needs to be filled as soon as possible. This position was approved in the Probation Department 2017-2018 budget.

## PROBATION ASSISTANT

### DEFINITION

Under direction, to transport juveniles in custody to and from court; to transport juveniles in custody to group homes and juvenile halls; to insure that proper admission documents have been completed prior to admitting juveniles to juvenile halls and group homes; to supervise juveniles in the Special Purpose Juvenile Hall; to provide a variety of assistance with Probation programs; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is a specialized class for the Probation Department. Incumbents are responsible for the transport of juveniles in custody to and from court, juvenile halls, and group homes. They are also review documents for proper completion of documents prior to admitting juveniles in group homes or juvenile halls. In addition, they supervising minors in custody while the minors are detained in the Special Purpose Juvenile Hall and provide a variety of assistance with Probation services and programs.

### REPORTS TO

Chief Probation Officer. May Report to Detention Coordinator or Probation Program Coordinator for some assignments.

### CLASSIFICATIONS SUPERVISED

None.

## PROBATION ASSISTANT - 2

### **EXAMPLES OF DUTIES**

- Transports juveniles to and from court, group homes, and juvenile halls.
- Has responsibility for security of juveniles during transport.
- Uses restraining equipment, as necessary, during transport.
- Inspects transport vehicle to verify proper operating condition and fuel levels.
- Supervise minors in custody in the Special Purpose Juvenile hall and maintain their security and well-being.
- May gather basic information regarding mental status and physical health of juveniles in custody.
- May gather appropriate data to cite and release juveniles to parents and guardians.
- Provides basic background information to juvenile hall and group home staff.
- Insures proper completion of juvenile hall and/or group home admission documents.
- Monitors child visits by parents.
- Calls and monitors defendants on house arrest.
- May perform drug testing.
- May assist with completion of monthly statistical information on holding cell use.
- Provides a variety of assistance with Probation programs and services.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; sufficient manual dexterity, strength, stamina, and eye-hand coordination to use restraining equipment and maintain control of juveniles; lift and move objects weighing up to 50 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office, driving, and outdoor environments; sometimes works in varying weather conditions; continuous contact with staff and the public.

**DESIRABLE QUALIFICATIONS**

**Knowledge of:**

- Basic knowledge of problems and emotions of juvenile offenders.
- Restraining equipment such as handcuffs, belly chain, and leg irons.
- Safe transport methods and procedures.
- Basic knowledge of admitting procedures for group homes and juveniles.

**Ability to**

- Main responsibility for and carry out the safe transport of juveniles in custody.
- Use restraining equipment as necessary.
- Review and insure proper completion of group home and juvenile hall admitting documents.
- Evaluate situations and people accurately and make sound decisions regarding potential behavior problems.
- Maintain composure in stressful situations.
- Maintain and update accurate records.
- Effectively represent the Probation Department in contacts with juvenile offenders, the public, group home and juvenile hall staffs, and the courts.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

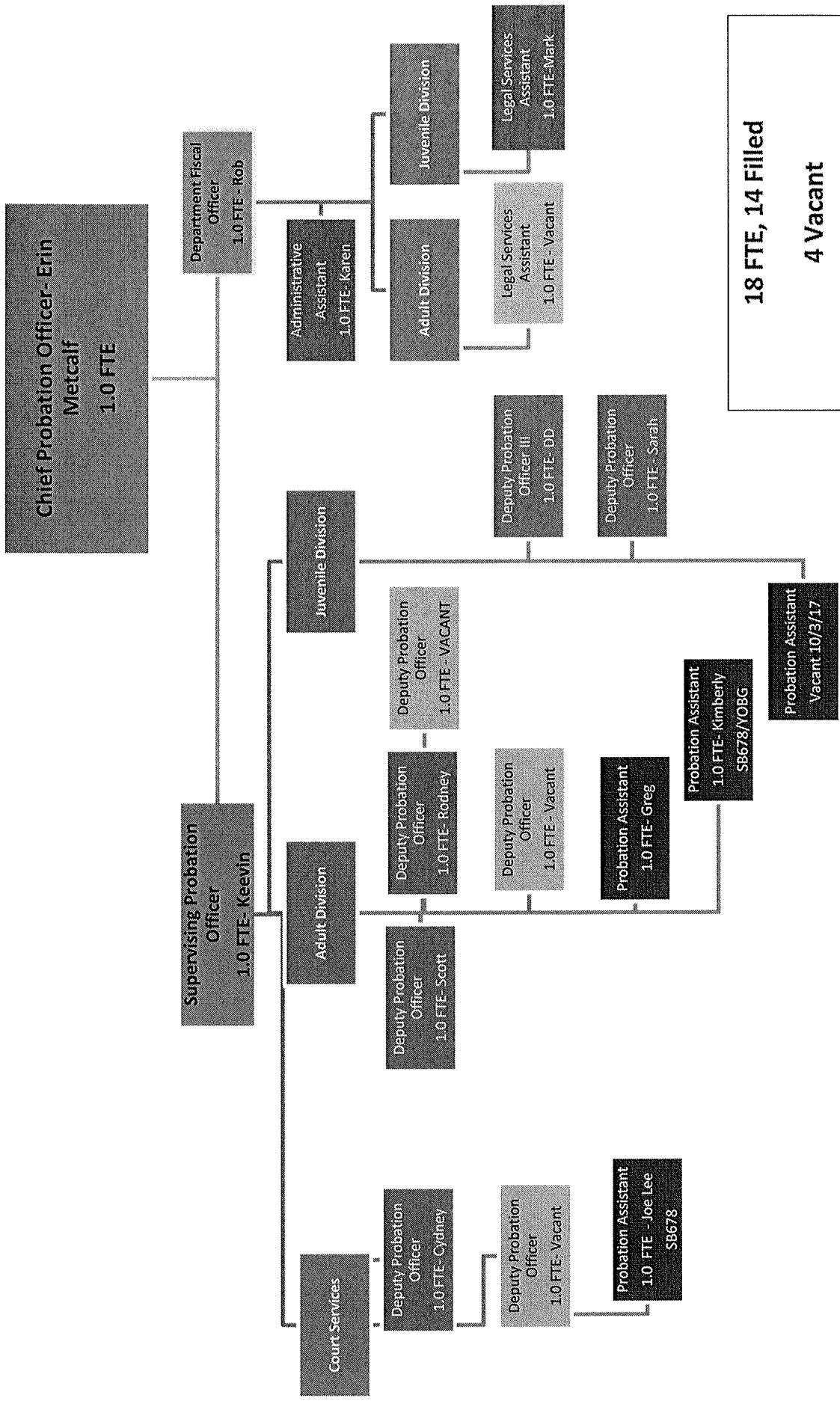
Some previous experience in working with adult and/or juvenile offenders is highly desirable.

Completion of advanced coursework in criminology, sociology, psychology, social work, criminal justice or a closely related field is also highly desirable.

**Special Requirements:** Possession of a valid California driver's license issued by the California Department of Motor Vehicles.

Ability to work unusual hours or shifts as dictated by transport requirements.

**Plumas County Probation Department  
2017-2018 Organization Chart**



# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: September 25, 2017

To: Honorable Board of Supervisors

From: Roberta M. Allen, CPA, Auditor/Controller *[Signature]*

Subject: Approve and authorize Auditor/Controller to sign agreement between Plumas County and the Howard E. Nyhart Company, Inc, for the updated Actuarial Valuation of Plumas County's retiree health benefits program (OPEB) as of 6/30/17.

---

### Recommendation:

Approve and authorize Auditor/Controller to sign agreement between Plumas County and the Howard E. Nyhart Company, Inc. for the updated actuarial valuation of Plumas County's retiree health benefits program (OPEB) as of 6/30/17, as described in Exhibits A and B of the attached Services Agreement. The contract amount is not to exceed \$10,800 and the term of the contract is July 1, 2017 through June 30, 2018.

### Background:

The Government Accounting Standards Board Statement #45 (GASB 45) required more complete financial reporting by government entities for post employment benefits offered to retirees upon retirement, and also required actuarial valuations be performed to measure the County's unfunded liability for retiree health benefits. For plans effective 6/30/17, GASB 43 and 45 have been replaced by GASB 74 and 75, which require additional information that will be incorporated into the annual audited financial statement for 6/30/17 going forward, and as a result there are additional costs associated with the increased reporting requirements.

An actuarial study utilizes many assumptions regarding the factors that determine the level of resources that will be needed in the future, including number of retirees, length of government service, life expectancy after retiring, expected increase in health care costs, and expected return on investment. A great degree of expertise is needed for a study of this type.

GASB 45 requires an actuarial evaluation every two years for organizations. The resulting report will be used in the financial statements and notes for fiscal years 2017/18 and 2018/19.

RECEIVED

SEP 08 2017

Services Agreement

Auditors / Risk

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Auditor/Controller** (hereinafter referred to as "County"), and **The Howard E. Nyhart Company, Incorporated, an Indiana Corporation, doing business as Nyhart**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Eight Hundred Dollars (\$10,800.00).
3. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018, 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

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS

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. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
  - c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require

that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County of Plumas  
520 Main Street #205  
Quincy, CA 95971  
Attention: Roberta Allen, Auditor/Controller

Contractor:

The Howard E. Nyhart Company, Incorporated,  
an Indiana corporation doing business as Nyhart  
530 B. Street, Suite 900  
San Diego, CA 92101-4404  
Attention: Marilyn K. Jones

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. [Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

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

CONTRACTOR INITIALS \_\_\_\_\_

**CONTRACTOR:**

The Howard E. Nyhart Company, an Indiana Corporation doing business as Nyhart

By: \_\_\_\_\_

Name:

Title:

Date signed:

By: \_\_\_\_\_

Name:

Title:

Date signed:

**COUNTY:**

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

By: \_\_\_\_\_

Name: Roberta Allen

Title: Auditor/Controller

Date signed:

**APPROVED AS TO FORM:**



R. Craig Settlemire  
Plumas County County Counsel

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

CONTRACTOR INITIALS \_\_\_\_\_

EXHIBIT A

Scope of Work

1. Contractor shall provide the following actuarial services:
  - Data collection and analysis for full actuarial valuation
  - Actuarial valuation and preparation of a funding report using a valuation date June 30, 2017
  - GASB 74 disclosure information for the fiscal year ending June 30, 2017
  - GASB 75 accounting & disclosure report for the fiscal year ending June 30, 2018 to reflect discount rate change and assets as of Measurement Date selected by the County.
2. Contractor shall provide County with an electronic (pdf) draft valuation.
3. County shall review and approve draft within 5 days of receipt of draft.
4. Contractor shall provide the County with two hard copies and one electronic (pdf) copy of the final report.
5. Contractor shall have all necessary permits, licenses, and/or certifications necessary to provide the above services.

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
Full Actuarial Funding Valuation @6/30/2017	\$7,500
GASB 74 Disclosure Information Section FYE 2017	\$1,050
GASB 75 Accounting & Disclosure Report FYE 2018	\$2,250

**EXHIBIT B**

**Fee Schedule**

1. County shall pay Contractor, upon receipt of invoice, \$10,800.00 for satisfactory completion of the valuation and delivery of final reports.

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER



Date: September 25, 2017

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Renewal of Services Agreement between County of Plumas and MGT of America Consulting, LLC, for 2 CFR Part 200 (formerly A-87) Cost Plan preparation.

## Recommendation:

Approve renewal of Services Agreement between County of Plumas and MGT of America Consulting, LLC for preparation of the 2 CFR Part 200 (formerly A-87) Cost Plan as described in Exhibit A of the attached Services Agreement document. The contract amount is not to exceed \$8,000, per Exhibit B of attached Services Agreement. The term of the contract is one year (July 1, 2017 through June 30, 2018), with two renewal options for successive one-year terms for a flat fee of \$8,000, exercised by written notice given by County to Contractor on or prior to the expiration of the then-current term. Contract approved as to form by County Counsel.

## Background:

The Cost Plan is the method by which overhead is allocated to the various County departments each fiscal year. The cost plan administrators gather data and perform a series of computations to develop the cost plan allocation schedules, which are then submitted to the State Controller's Office for approval. Once approved, the cost plan allocations are included in cost reports for reimbursement from state and federal grant programs.

Services Agreement

RECEIVED  
SEP 1 2017

This Agreement is made as of September 1, 2017, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and MGT of America Consulting, LLC (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- Contractor's proposals (2 CFR Part 200 Cost Plan services), 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 Eight Thousand Dollars (\$8,000.00) for 2 CFR Part 200 Cost Plan services.
3. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018. County shall have two (2) options to renew for successive one-year terms, which shall be exercised by written notice given by County to Contractor on or prior to the expiration of the then-current term. The contract amount for each renewal term shall be a flat fee of \$8,000, and all other terms and conditions of this Agreement shall remain in full force and effect during each renewal term.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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

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

CONTRACTOR INITIALS \_\_\_\_\_

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

Roberta Allen, Auditor/Controller  
County of Plumas  
520 Main Street, Room 205  
Quincy, CA 95971  
Attention: Roberta Allen

Contractor:

MGT of America Consulting, LLC  
PO Box 16399  
Tallahassee, FL 32317

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

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

23. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit to the Agreement, the terms of the Agreement shall control.

[Continued on Following Page]

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

**CONTRACTOR:**

MGT of America, Inc.

By: \_\_\_\_\_

Name:

Title:

Date signed:

**COUNTY:**

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

By: \_\_\_\_\_

Name:

Title:

Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel.

By: PM

Name: Margaret Long

Title:

Date signed: 9-11-17

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

CONTRACTOR INITIALS \_\_\_\_\_

EXHIBIT A

Scope of Work

Pursuant to 2018 proposal, as attached, as submitted by Contractor

EXHIBIT B

Fee Schedule

Total contract shall be in the amount of \$8,000.00 for 2 CFR Part 200 Cost Plan services

Term of agreement is July 1, 2017 through June 30, 2018

COUNTY OF PLUMAS, CALIFORNIA  
REQUEST FOR PROPOSALS & SCOPE OF SERVICES  
2 CFR PART 200 COST PLAN SERVICES



## Scope of Services

### 2 CFR Part 200 Cost Allocation Plan

There are four primary phases to complete a cost allocation plan. These phases are summarized below:

#### Phase 1 – Meetings with County Personnel and Data Collection

- ◆◆ Meet with key county personnel (typically the Auditor-Controller's Office). This meeting will refine project objectives, establish the final project schedule, and identify potential pitfalls.
- ◆◆ Instruct county personnel in the concepts and applications of 2 CFR Part 200. We will review with staff optimum data requisition options focusing on operational simplicity for future county plans.
- ◆◆ Gather all necessary financial, statistical and activity data.

#### Phase 2 – Process Draft Cost Allocation Plan

- ◆◆ Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft cost allocation plan.

#### Phase 3 – Review Draft with County Personnel

- ◆◆ After a draft cost allocation plan is prepared and reviewed internally, our consultants will review the results with county personnel. Inconsistencies will be reconciled, new data obtained as required, and the draft cost allocation plan will be revised as necessary.

#### Phase 4 – Finalize Plan and Provide On-going Assistance

- ◆◆ After the Auditor-Controller and other key department personnel have approved the final cost allocation plan we will prepare supplemental schedules, management reports, compliance verbiage and certifications as necessary or requested.
- ◆◆ Provide cost plans in hard copy and electronic files usable by the County for distribution and analysis purposes.
- ◆◆ Provide copies of all workpapers related to the specific plan year, if requested.
- ◆◆ Submit the finalized plan to the State Controller by the approved/extended deadline.
- ◆◆ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted. Based on our experience with both the State Controller's Office, we do not anticipate any audit issues.
- ◆◆ In the event of an audit, MGT will make all work papers available to those persons conducting the audit and shall additionally provide a maximum of six hours of consultations with the State and/or County.

COUNTY OF PLUMAS, CALIFORNIA  
REQUEST FOR PROPOSALS & SCOPE OF SERVICES  
2 CFR PART 200 COST PLAN SERVICES



## Proposed Fee

### Project Budgets

MGT proposes to perform all elements of the 2 CFR Part 200 Allocation Plan following not-to-exceed fee, by fiscal year:

Based on Fiscal Year:	2016/2017	2017/2018	2018/2019
For use in Fiscal Year:	2018/2019	2019/2020	2020/2021
2 CFR Part 200 Cost Plan	\$8,000	\$8,000	\$8,000

### Billing Milestones

MGT will invoice for services as follows:

Billing Milestones	
60%	Upon submission of initial draft cost plan to the County
25%	Upon submission of cost plan to the State Controller's Office
15%	Upon approval of cost plan by the State Controller's Office

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



## **CONSENT AGENDA REQUEST**

For the October 3, 2017 meeting of the Plumas County Board of Supervisors

September 25, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Department of Public Works/Road Department to fill the vacancy of two (2) FTE PW Road Maintenance Supervisor positions; one in the Chester Road Maintenance District, and one in the Greenville Road Maintenance District.

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

### **Background:**

A Road Maintenance Supervisor from the Public Works Department has announced his retirement to be effective December 8, 2017. As a result of the retirement, there will be a vacancy for a Road Maintenance Supervisor in the Public Works Department in the Chester Maintenance District.

In addition, another Road Maintenance Supervisor from the Public Works Department has announced his retirement to be effective December 20, 2017. As a result of the retirement, there will be a vacancy for a Road Maintenance Supervisor in the Public Works Department in the Greenville Maintenance District.

Both positions are funded and allocated in the FY17/18 Public Works budget.

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

### **Recommendation:**

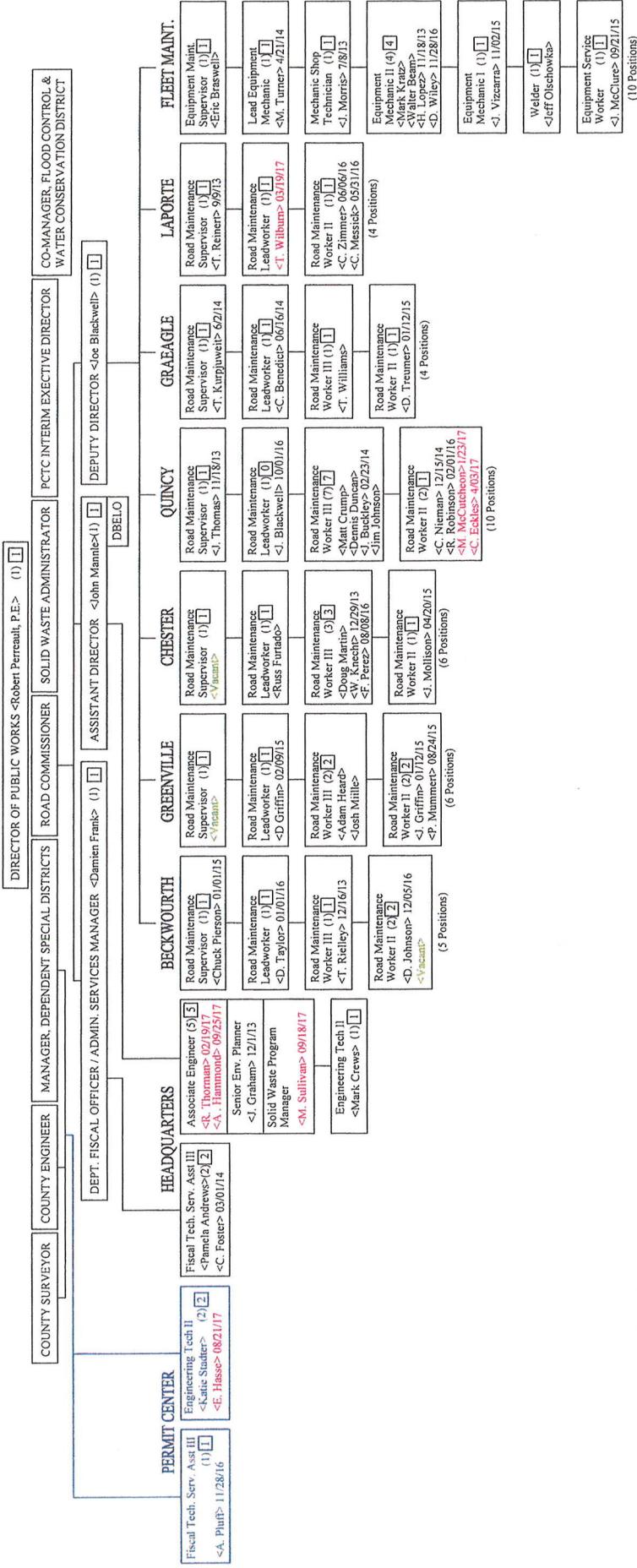
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of two (2) FTE PW Road Maintenance Supervisors.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

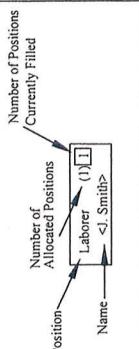
### **Public Works Maintenance Supervisor Positions for Chester and Greenville**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Supervisors help direct the workforce**
- Why is it critical that this position be filled at this time?  
**Supervisors are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Both positions will become vacant effective December, 2017.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 17/18 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding.   What impact will this reduction plan have to other County departments?   **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?   **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?   **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?   **Yes**   If yes, provide the activity of the department's reserve account for the last three years?  
14/15   (\$3,070,755)      15/16   (\$1,000,000)      16/17   \$0

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



## LEGEND



## PERSONNEL SUMMARY

Total	Road Dept.	Engineering
Allocations: (60)	(57)	(5)
Currently Filled: (53)	(5)	(2)

\*Note: Total Allocated Positions For Combined Road Maint. Workers 1-11: (22)

\*\*Note: Total Allocated Positions For Combined Equipment Mechanics 1-11: Welder: (7)

Director of Public Works  
Revision Date: September 22, 2017



## A Proclamation

Whereas, according to the National Coalition Against Domestic Violence 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence during their lifetime;

Whereas, approximately 15.5 million children are exposed to domestic violence every year; in our County of Plumas, Plumas Rural Services Domestic Violence Services has served 149 clients in the last 12 months. Notably, there are many more who have not come forward to seek help;

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including children, pets and the elderly;

Whereas, domestic violence is widespread and is devastating to society as a whole;

Whereas; the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference.;

Whereas, the survivors of violence should have access to medical and legal services, counseling, safe housing and other supportive services so that they can escape the cycle of abuse;

Whereas, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

Whereas; it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

NOW THEREFORE, in recognition of the important work done by domestic violence programs, and victim's service providers, I do hereby proclaim the month of October 2017 as Domestic Violence Awareness Month and urge all citizens to actively participate in the scheduled activities and programs sponsored by Plumas Rural Services to work toward the elimination of domestic violence.

Signed \_\_\_\_\_

Dated \_\_\_\_\_



3A

# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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**Date:** August 23, 2017

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Public Hearing for October 3, 2017 at 10:30 a.m.

**Recommendation:** Approve a Resolution Amending Portions of Public Health Agency's Master Fee Schedule to reduce the Application Fee for Medical Marijuana Identification Cards (MMIC) necessary to comply with Proposition 64 and Senate Bill 94, effective January 1, 2018.

**Background and Discussion:** In 2015, the Medical Cannabis Regulation and Safety Act (MCRSA) was enacted to amend prior laws for the licensure and regulation of medical marijuana. In November 2016, California voters approved Prop 64, the Adult Use of Marijuana Act (AUMA), legalizing recreational marijuana use for those 21 years of age and older. In late June 2017, SB 94, combined portions of both MCRSA and AUMA to streamline and resolve the differences between both Acts and created the Marijuana Adult Use Cannabis Regulation and Safety Act.

SB 94 maintains the provisions of the AUMA that, effective January 1, 2018, allows the tax-exempt sale of medicinal cannabis and products only if the buyer presents a valid state-issued medical marijuana ID card. As a result, counties may experience an increase in the number of individuals applying for an MMIC. The California Department of Public Health (CDPH) will continue operation of the MMIC program and each county, or their designee, is required to provide and process applications, maintain records, and issue cards developed by CDPH.

Although SB 94 did not impact MMIC program operations, Prop 64 modified the MMIC program by amending Health and Safety Code (HSC) section 11362.755 and adding HSC sections 11362.712 and 11362.713, as follows:

HSC section 11362.755 removed statutory language authorizing CDPH to collect fees from counties to support program operational costs. It also limited the fees that a county health department can charge, which shall not exceed \$100 per application or renewal upon showing

*[Signature]*

satisfactory proof of participation and eligibility in the Medi-Cal program, a Medi-Cal beneficiary is entitled to receive a 50 percent reduction in the fees. In addition, upon showing satisfactory proof that a qualified patient, or the legal guardian of a qualified patient under the age of 18, is a medically indigent adult who is eligible for and participates in the County Medical Services Program, the fee established pursuant to this section shall be waived. As a result of this statutory change, CDPH ceased billing counties for issuance of MMICs in November 2016.'

HSC section 11362.712 requires county health departments, or their designee, to develop protocols to ensure, beginning January 1, 2018; all MMICs issued are supported by a physician's recommendation that complies with laws governing physicians recommending cannabis.

HSC section 11362.713 made personally identifying information of an applicant received by the county health department or CDPH confidential and prohibited disclosure unless an exception applies that would allow disclosure of as "medical information" under the Confidentiality of Medical Information Act (Civil Code section 56 et seq.). HSC section 11362.713 also added special conditions for disclosure, and limited the amount of personal information that can be stored in CDPH's and the county health department's ID card databases."

At this time the Board is requested to approve the attached Resolution Amending Portions of Plumas County Public Health Agency's Master Fee Schedule for Medical Marijuana Identification Card Program necessary to comply with Proposition 64 and Senate Bill 94, effective January 1, 2018.

A copy of the Resolution is attached for your review.

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

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

**RESOLUTION AMENDING PORTIONS OF PUBLIC HEALTH AGENCY'S MASTER FEE SCHEDULE TO REDUCE THE FEE FOR MEDICAL MARIJUANA IDENTIFICATION CARDS (MMICP), EFFECTIVE JANUARY 1, 2018.**

**WHEREAS**, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fee for county departments, and

**WHEREAS**, the Master Fee Schedule needs further revision to decrease the fees for Public Health Agency's Medical Marijuana Identification Cards, necessary to comply with Proposition 64 and Senate Bill 94, effective January 1, 2018.

**WHEREAS**, Health and Safety Code 11362.713 limits the fee that a county health department can charge for a Medical Marijuana Identification Card, which shall not exceed \$100.00.

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

1. The Master Fee Schedule adopted by Resolution 15-8114 on December 15, 2015 is hereby amended in part; and
2. The New Fees listed below shall take effect on January 1, 2018; and

Code	Section	Description of Fee	Current Fee	New Fee Effective 1/1/18
H&S	11362.755	Medical Marijuana ID Card—Non Medi-Cal Patient	108.00	100.00
H&S	11362.755	Medical Marijuana ID Card—Medi-Cal Patient	75.00	50.00

3. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance, or State Law.

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 the Board held on the 3<sup>rd</sup> day of October, 2017, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Chairperson, Board of Supervisors

Attest:

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Clerk of the Board of Supervisors

**PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E, County Engineer*

**AGENDA REQUEST**

For the October 3, 2017 Meeting of the Plumas County Board of Supervisors

September 25, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer

Subject: Graeagle Unit 9 Subdivision (APN 130-050-013): Consideration of Extending the One-Year Warranty Period; discussion and possible action.



**Background:**

On May 12, 2004, the Plumas County Zoning Administrator conditionally approved a Tentative Subdivision Map, Entitled, "Tentative Subdivision Map, Graeagle Subdivision, Unit 9." The subdivision consisted of 399.29 acres, divided into 99 lots for single-family use, with a Designated Remainder. The subdivision is located at 5379 Highway 89, Graeagle, CA. The Assessor Parcel Number is 130-050-013.

Thereafter, the Developer, Graeagle Land & Water Company, received an Encroachment Permit, dated August 17, 2007, from Caltrans. The Developer also prepared a Set of Improvement plans, dated September 21, 2007, which was reviewed and approved by the County Engineer. At about the same time, the Developer commenced construction.

On March 13, 2017 the Board of Supervisors authorized reduction of the Project Security Amount from \$47,750 to \$26,250. This security contains a provision for a one year (1-year) warranty period, which expires on October 9, 2017.

On September 22, 2017, it came to the attention of the Engineering Department staff that one of the culvert discharge areas experienced storm damage during the January and/or February 2017 storm events.

Engineering Department staff and the developer's Engineer conducted discussions on September 22, 2017 in regard to a timetable for the Developer to repair the damaged drainage channel. The County Engineer supports a one-month extension of the warranty period to enable further staff evaluation and construction remedy by the Developer.

Agenda Request for the October 3, 2017 Meeting of the Plumas County Board of Supervisors  
Graeagle Unit 9 Subdivision (APN 130-050-013): Consideration of Extending the  
One-Year Warranty Period; discussion and possible action

September 25, 2017

Page 2

Reference memo from Bastian Engineering to the County Engineer, received September 22, 2017, copy attached, requesting that the one year (1-year) warranty period be extended by one month in order for inspection and repair to be completed on the storm damage area near Ishi Trail, thus extending the subdivision warranty period through November 9, 2017.

**Recommendation:**

The County Engineer respectfully recommends that the Plumas County Board of Supervisors adopt a motion that extends the Graeagle Unit 9 Subdivision 1-year warranty by one month, to expire on November 9, 2017.

Attachment: Memo, dated September 22, 2017, from Bastian Engineering to County Engineer

# BASTIAN ENGINEERING

R.C.E. 45489 L.S. 7045

ENGINEERING

SURVEYING

PLANNING

DESIGN

## M E M O

September 22, 2017

TO: Bob Perreault, Plumas County Engineer  
Plumas County Engineering

FROM: Daniel B. Bastian, PE

RE: Graeagle Subdivision Unit No. 9 Road Improvements – Extension  
request of the one-year warranty by one month.

Mr. Perrault,

Per our discussion today, and on behalf of the owner, I hereby request a one-month extension to the one-year warranty for the subdivision improvements to allow the owner (in consultation with the Plumas County staff) to repair a section of the Ishi Trail gravel shoulder that was washed out during the February 2017 flood event.

We look forward to a coordinated approach with the County to repairing the shoulder and addressing the cause.

Thank you.

Cc: Dan West, Graeagle Land & Water Co.

RECEIVED

SEP 22 2017

COUNTY ENGINEER  
PLUMAS CO. CALIF.