



## **BOARD OF SUPERVISORS**

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

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

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

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

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

**AGENDA FOR REGULAR MEETING OF JULY 3, 2018 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 June 2018

#### **B) FACILITY SERVICES/AIRPORTS**

- 1) Approve request to waive fees for use of the Chester Memorial Hall on November 3, 2018 for Pamela Birdsall/Suicide Prevention
- 2) Amend "standing" waiver of fees, approved by the Board on April 17, 2007, for the Maidu Bear Dance Event held annually on the third weekend in June (Friday through Monday) at the Taylorsville Campground (lower portion of the campground, including campsites, kitchen area and extending to the creek)

#### **C) PROBATION**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Dale Fry dba Backgrounds and More for the purpose of providing pre-employment background investigations; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract, not to exceed \$12,000, between County of Plumas and Plumas Rural Services for Cognitive Behavioral Restructuring Therapy; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract, not to exceed \$22,500, between County of Plumas and Plumas Rural Services for Batterer's Treatment Program; approved as to form by County Counsel

**D) BEHAVIORAL HEALTH**

- 1) Authorize payment of \$4,025 to Aurora Santa Rosa Hospital for placement of resident into facility without a contract
- 2) Authorize payment of \$4,960 to Restpadd Health Corporation for placement of juvenile into facility without a contract
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Horton Tires for vehicle maintenance of county vehicles; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign contract between County of Plumas and Quincy Tow and Repair for vehicle maintenance of county vehicles; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign FY 2018-2019 contract, not to exceed \$30,000, between County of Plumas and Empire Recovery Center to provide rehabilitation services; approved as to form by County Counsel
- 6) Approve and authorize the Chair to sign FY 2018-2019 contract, not to exceed \$50,000, between County of Plumas and Willow Glen Care Center to provide rehabilitation services; approved as to form by County Counsel
- 7) Approve and authorize the Chair to sign contract, not to exceed \$350,000, between County of Plumas and Native American Mental Health Services to provide tele-psychiatric services; approved as to form by County Counsel

**E) CLERK-RECORDER/ELECTIONS**

- 1) Authorize the County Clerk-Recorder to recruit and fill vacant, funded and allocated 1.0 FTE Elections Services Assistant I/II created by promotion; and authorize the Clerk-Recorder to fill the position up to the "C" Step depending on qualifications and experience
- 2) Certify Election Results for the California Direct Primary Election held on June 5, 2018

**F) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Agreement Amendment Number OHP2018ELLIS between County of Plumas and Ellis Planning Associates, Inc., not to exceed \$55,616, to assist in developing a Plan to assess and evaluate oral health needs in Plumas County; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement Number PCPHA2018ELLIS between County of Plumas and Ellis Planning Associates, Inc., no to exceed \$10,000, to assist in developing a Strategic Plan for the Northern Sierra Opioid Safety Coalition, and ratify agreement effective June 19, 2018; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement Amendment MAA1415CODING-A4 between County of Plumas and Fairbanks, LLC., not to exceed \$42,000, to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2018-2019; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign agreement MAA1819TSB between County of Plumas and Fiscal Experts, Inc., not to exceed \$18,000, to provide Time Study Buddy software for the Medi-Cal Administrative Program; approved as to form by County Counsel.
- 5) Approve and authorize the Chair to sign Agreement #PCPHA1819MS, not to exceed \$77,400, between County of Plumas and Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2018 through June 30, 2019; approved as to form by County Counsel
- 6) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Public Health Nurse I/II or Registered Nurse I/II; and 1.0 FTE Fiscal Technical Services Assistant II or III

**G) PUBLIC WORKS**

Authorize Public Works to recruit and fill vacant, funded and allocated 2.0 FTE Public Works Road Maintenance Worker positions, Quincy District, created by resignation

H) **SHERIFF**

- 1) Approve and authorize the Chair to sign Service Agreement between County of Plumas and Susan McCourt, Contract Fire Prevention Specialist; approved as to form by County Counsel
- 2) Approve and authorize the Sheriff to sign Servicer Contract, not to exceed \$100,000, between County of Plumas and Mission Critical Partners for communications site related work; approved as to form by County Counsel
- 3) Authorize the Sheriff to test, establish a list and recruit and fill 1.0 FTE Sheriff's Office Dispatcher position created by resignation

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Flood Control & Water Conservation District Governing Board**

2. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault

- A. Approve supplemental budget of \$30,000 to increase the Lake Davis Construction Project expense (545310); and increase the Reimbursements/Refund Revenue Account (46251); discussion and possible action

**Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

3. **DEPARTMENTAL MATTERS**

A) **PUBLIC WORKS** – Robert Perreault

Authorize the purchase of one cold planer of \$10,894.46 (fixed assets) prior to adoption of the FY 2018-2019 budget; discussion and possible action

B) **PUBLIC HEALTH AGENCY** – Andrew Woodruff

- 1) Approve Budget Transfers to cover costs for the remainder of the fiscal year: Budget Transfer in Department (20480) Senior Transportation of \$2,500 from Retirement (51080) and \$2,500 from Group Insurance (51090) to Fuel-Vehicle (521102) to cover fuel costs; and Budget Transfer in Department (20830) Senior Nutrition of \$4,000 from Food (520300) to Retirement (51080) to cover additional retirement costs; discussion and possible action
- 2) Adopt **RESOLUTION** to Amend the FY 2017-2018 County Personnel Allocation in Budget Units 70559 and 70560 due to changes in grant approved budgets. The following shifts to 70559 from 70560 are required, effective April 1, 2018 for Public Health Program Chief  $0.45 - 0.45 = 0.0$  FTE; Health Education Coordinator II  $.40 + .08 = .48$  FTE; Management Analyst II  $.091 + .019 = .11$  FTE; and LVN I  $.009 + .05 = .14$  FTE. **Roll call vote**

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

- 1) Approve and authorize the Chair to sign Services Agreement between County of Plumas and Rodney Craig Goodman, Jr., not to exceed \$40,000, for Chart of Accounts Restructure required for the General Ledger software conversion with no additional cost to the county general fund; approved as to form by County Counsel; discussion and possible action
- 2) Approve Addendum to Professional Services Contract, not to exceed \$123,180 for two years, between County of Plumas and Smith & Newell, CPA's for auditing services; approved as to form by County Counsel; discussion and possible action
- 3) Approve Supplemental Budget for Dept. 40044 Tobacco Settlement of \$23,000, and increase account 580000 by \$23,000 for debt service; discussion and possible action

D) **SHERIFF** – Greg Hagwood

Consider request of the Sheriff to have Human Resources begin the process to reclassify four positions in the Sheriff's Office to include cannabis code enforcement duties (1.0 FTE Investigations Sergeant; 1.0 FTE Investigator; 1.0 FTE Sheriff Services Assistant II/Evidence Clerk; and 1.0 FTE Training/Policy Deputy); and increase the Plumas County position allocation by 1.0 FTE Sheriff Services Assistant/Cannabis Code Compliance position for FY 2018-2019; discussion and possible action

E) **COUNTY COUNSEL** – Craig Settemire

Hearing Officer for Cannabis Cultivation Code Enforcement proceedings:

- 1) Approve "Agreement between County of Plumas and Lynn Strom" for services as Hearing Officer in cannabis cultivation code enforcement proceedings at the rate of \$80.00 per hour including travel time, not to exceed \$25,000; approved as to form by County Counsel.
- 2) Appoint Lynn Strom, Attorney at Law, as Plumas County Hearing Officer, pursuant to Plumas County Code Section 1-9.09 and Government Code sections 27720 and following; discussion and possible action

**4. BOARD OF SUPERVISORS**

- A. Set schedule for interviews of Social Services Director/Public Guardian Public Conservator
- B. Appoint Leslie Mohawk as Interim Social Services Director/Public Guardian Public Conservator; 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
- E. Appointments

**COMMUNITY CORRECTIONS PARTNERSHIP EXECUTIVE COMMITTEE**

Appoint Tony Hobson, Behavioral Health Director to the Plumas County CCP Executive Committee to replace Louise Steenkamp as recommended

**LASSEN-PLUMAS-SIERRA COMMUNITY ACTION AGENCY**

Appoint Bill Powers to the Lassen-Plumas-Sierra Community Action Agency to replace Elliott Smart

## **5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – County Counsel (Board only)
- B. Conference with Legal Counsel: Claim against the County filed by Yulia Oleynikova on May 23, 2018
- C. Conference with Legal Counsel: Claim against the County filed by PG&E on May 21, 2018; and by AT&T on May 31, 2018
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 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, July 10, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



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## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Director

Board Date: July 3, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

**Subject:** Authorize the Department of Facility Services to waive the rental fee for Pamela Birdsall/Suicide Prevention on November 3<sup>rd</sup> 2018 at the Chester Memorial Hall.

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### Background

Pamela Birdsall/Suicide Prevention has requested to waive the rental fee on November 3<sup>rd</sup> 2018 at Chester Memorial Hall. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

### Recommendation

Authorize the Department of Facility Services to waive the rental fee for Pamela Birdsall/Suicide Prevention on November 3<sup>rd</sup> 2018 at the Chester Memorial Hall.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira  
Director

Board Meeting: July 03, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: **Approve wording change to "standing" waiver for the Maidu Bear Dance event that was on the Agenda originally on April 17, 2007**

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### Background

This "standing" Waiver was brought before the board on April 17, 2017 in the consent agenda and was voted Favorably upon for the permanent fee waiver of the Taylorsville Campground on the third weekend in June every year for the Maidu Bear Dance Event.

The days for this event are Friday thru Sunday, some are concerned that this would mean that Sunday they would have to vacate the premises on Sunday morning as would normally be expected. The problem would be that their main event is on Sunday (after normal checkout time) and lasts into the afternoon.

### Recommendation

Approve wording Change to the "standing" waiver of the board of supervisors that was approved on April 17, 2007 to include Monday.

The entire "standing" waiver of fees would read as follows:

Approve a "standing" waiver of fees to the Maidu for the Bear Dance Event held annually (third weekend in June) (Friday, Saturday, Sunday, and **Monday**) at the Taylorsville Campground (lower portion of the Campground, including campsites, the Kitchen area and Extending to the creek).



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

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



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

DATE: July 3, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize the Chair to sign contract between Plumas County Probation and Dale Fry dba Backgrounds and More.

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### **Recommendation**

Approve and Authorize Chair to sign a contract between Plumas County Probation and Dale Fry dba Backgrounds and More for the purpose of providing pre-employment background investigations.

### **Background and Discussion**

Dale Fry has been contracting with the Probation Department for several years providing pre-employment background investigations; his service has always been timely, accurate and thorough.

Therefore, we respectfully request the approval of the contract for FY 18/19 with Dale Fry dba Backgrounds and More.

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



# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



102

**Erin Metcalf**

6200  
Chief Probation Officer  
6165

Phone: (530)283-

FAX: (530)283-

**DATE:** June 25, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Contract between Plumas County Probation and Plumas Rural Services  
Cognitive Behavioral Restructuring Therapy.

**Recommendation:**

Authorize and approve Chair Engel to sign contract for up to \$12,000 per annum with Plumas Rural Services for the facilitation of Cognitive Behavior Restructuring Therapy.

**Background:**

Cognitive Behavioral Restructuring Therapy is mental health counseling (psychotherapy) that assists offenders in restructuring negative or inaccurate thinking processes and to help them deal with challenging life situations in order to respond in more effective ways. Monies from SB678 (Dept. 20409) and AB109 (Dept. 20418) will be utilized to pay Plumas Rural Services for the Cognitive Behavior Therapy sessions.

A copy of the contract 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



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

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**DATE:** June 25, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Contract between Plumas County Probation and Plumas Rural Services

### **Recommendation:**

Authorize and approve Chair Engel to sign contract for up to \$22,500 per annum with Plumas Rural Services for the facilitation of Domestic Violence Batterers Group meetings.

### **Background:**

Section 1203.097 (5) of the Penal Code requires that individuals sentenced on domestic violence charges attend a one year of the Batterer's Treatment Program. Currently, Plumas Rural Services meets or exceeds the minimum qualifications for offering such a program in Plumas County. Certain Defendants may not have the financial means necessary to pay the costs of attending the groups; this contract would provide additional financial support to Plumas Rural Services for the costs tract associated with facilitating Batterer's Group meetings in Plumas County. Plumas Rural Services has applied for and met the Batterer's Program certification for groups in Plumas County, pursuant to 1203.097 of the Penal Code.

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

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

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Director Tony Hobson, Ph.D.



DATE: June 13, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: (1) Approve and authorize payment to Aurora Santa Rosa Hospital  
(2) Approve and authorize payment to Restpadd Health Corporation

## Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize payment to Aurora Santa Rosa Hospital in the amount of \$ 4025.00. Plumas County resident was placed into facility without a valid, executed contract in place.
2. Respectfully request that the Board of Supervisors approve and authorize payment to Restpadd Health Corporation in the amount of \$ 4960.00. Plumas County juvenile was placed into the facility without a valid, executed contract in place.

## Background and Discussion

On February 10, 2018 Plumas County Behavioral Health emergency on-call Clinician authorized the hospitalization of a Plumas County resident on a 72-hour detention for evaluation and treatment. Due to the emergent situation, on a Saturday, the on-call Clinician was not aware that there was not a valid contract with this facility.

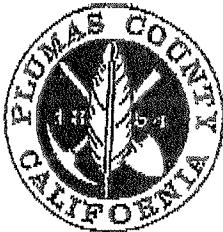
On May 28, 2018 Plumas County Behavioral Health clinical staff approved the hospitalization of a juvenile into the Restpadd facility without a contract.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

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627 ADMIN OK	628 PATIENT RE							

**LUMAS COUNTY MENTAL HEALTH SERVICES**  
270 County Hospital Road, #229 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045

### **Louise Steenkamp, Interim Director**



DATE: 2/10/2018

TO: Hospital Access Team

FROM: Louise Steenkamp, Interim Director

RE: Authorization of Short Doyle Payment

This letter confirms the authority of Kathleen Schwartz, LMFT  
Plumas County Mental Health Emergency On-Call Clinician

to authorize Short-Doyle payment for the hospitalization of:

Patient Name \_\_\_\_\_, as \_\_\_\_\_

associated with the enclosed "Application For 72-Hour Detention For Evaluation And Treatment" dated 2/10/2018.

Plumas County Mental Health agrees to pay for this inpatient hospitalization with Short Doyle funds should this individual not be eligible for Medi-Cal coverage.

*Signed, on behalf of Louise Steenkamp—Plumas County Interim Mental Health Director, by*

Jonise Steenbergen  
Staff Name and Title



Restpadd Health Corp.  
Health Hope Dignity.

RECEIVED

JUN 04 2018

## PLUMAS COUNTY MENTAL HEALTH

925 Walnut St.  
Red Bluff, CA 96080  
530.567.7300 | 530.727.9472

# COPY VOICE

DATE: 6/1/2018  
INVOICE #: 51817  
FOR: Inpatient Psychiatric Services  
Rendered: 5/1/18-5/31/18

925 Walnut St.  
Red Bluff, CA 96080  
530.567.7300 | 530.727.9472

**BILL TO:**  
Plumas Co. Behavioral Health  
270 County Hospital Rd. Suite 109  
Quincy, CA 95971  
Contractor Agreement #:  
PCBHB1819RESTPADD(Red Bluff)

\*If patient was admitted prior to invoice month, admit will reflect beginning of current month.

\*\*If patient is present at month's end, discharge date will be first of the following month, to reflect correct calculation. Expect the remaining balance and charts for these patients to follow next month.

\*\*\*Patients discharged on the first of the month are invoiced for tracking purposes only. Date of discharge is not billable.

Please make all checks payable to:

Restpadd Health Corp. (Red Bluff)

925 Walnut St.

Red Bluff CA, 96080

Please refer to contract for net payment agreement

If you have any questions please contact

If you have any questions please contact:

THANK YOU FOR YOUR BUSINESS!

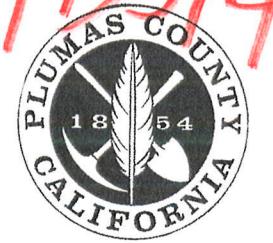
Client is a minor. we did okay the hospitalization  
need to pay this. Steven R. Sosa, Esq.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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

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Tony Hobson Ph.D., Director



DATE: June 15, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign two contracts; Horton Tires and Quincy Tow and Repair.

**BACKGROUND AND DISCUSSION:**

The first contract for services is with Horton tires, their services are required to purchase and install tires. This contract has been approved to form by County Counsel, and the compensation limit is \$15,000.00

The second contract for services is with Quincy Tow and Repair, their services will be required for vehicle maintenance. This contract has been approved to form by County Counsel, and the compensation limit is \$15,000.00

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

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D, Director



**Date:** June 20, 2018

**To:** The Honorable Board of Supervisors

**From:** Tony Hobson, Ph.D., Director 

**SUBJECT:** Agenda Item for July 3, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND EMPIRE RECOVERY CENTER.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2018-2019 contract for Empire Recovery Center in the amount of \$30,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide Mental Health Rehabilitation Services.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D, Director



**Date:** June 20, 2018

**To:** The Honorable Board of Supervisors

**From:** Tony Hobson, Ph.D., Director 

**SUBJECT:** Agenda Item for July 3, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND WILLOW GLEN CARE CENTER.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2018-2019 contract for Willow Glen Care Center for \$50,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide Mental Health Rehabilitation Services.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

Ton Hobson Ph.D., Director



**Date:** June 20, 2018

**To:** The Honorable Board of Supervisors

**From:** Tony Hobson Ph.D., Director

**SUBJECT:** Agenda Item for July 3, 2018, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HELATH AND NATIVE AMERICAN MENTAL HEALTH SERVICES.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2018-2019 contract for Native American Mental Health Services for \$350,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide billing for Tele-psychiatric services.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

JEI



## PLUMAS COUNTY CLERK~RECORDER

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

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

DATE: June 18, 2018

TO: The Honorable Board of Supervisors

FROM: Kathy Williams, Plumas County Clerk-Recorder

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

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

Melinda Rother  
Assistant  
melindarother@countyofplumas.com

### Background

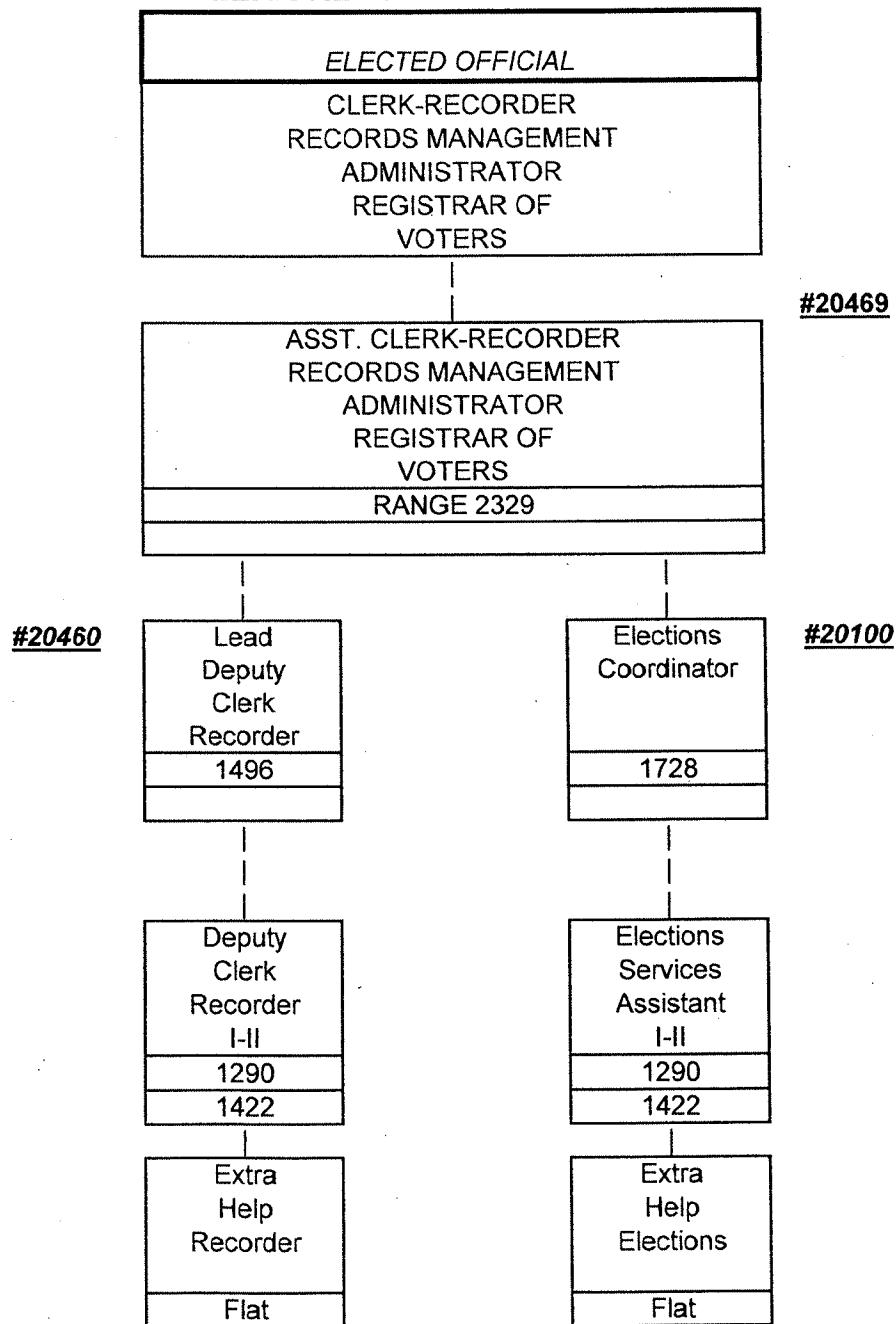
On June 25, 2018, the current Election Services Assistant I-II will be promoted to the Lead Deputy Clerk-Recorder position, creating a vacancy in her position. In order to facilitate a smooth transition during an especially intense election cycle, the department needs to recruit and fill the position as quickly as possible. The position of Election Services Assistant is at a low pay range and we continue to have the position vacated as soon as another county position becomes available.

### Recommendation

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

ORGANIZATIONAL CHART

## CLERK-RECORDER &amp; ELECTIONS



QUESTIONS FOR STAFFING CRITICAL POSITIONS  
WHICH ARE CURRENTLY ALLOCATED

***ELECTION SERVICES ASSISTANT***

- Is there a legitimate business, statutory or financial justification to fill the position?  
*The department is only allocated 2.5 staff in the Elections Division. There is never a year without one or more elections. The election process requires a minimum of 2 staff to process ballots and provide assistance with election services.*
- Why is it critical that this position be filled at this time?  
*We currently have 3 elections in progress. The staff member vacating this position is being promoted within the department due to the retirement of another staff member.*
- How long has the position been vacant? *It becomes vacant June 25, 2018.*
- Can the department use other wages until the next budget cycle? *The department's wage and benefits portion of the 2018/19 budget includes funding for this position.*
- What are staffing levels at other counties for similar departments and/or positions? *The majority of other counties have more staffing in their election division than we do when we have a full staff of 2.5.*
- What core function will be impacted without filling the position prior to July 1? *Several county functions such as the canvass of the June 5 Primary Election, all processes in the November 6, General Election, the upcoming May 7, 2019 Special Election and daily duties maintaining the voter database and state reporting requirements.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *None.*
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to the other County departments? *None.*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No.*
- Does the budget reduction plan anticipate the elimination of any of the requested positions? *No.*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the positions may impact positively or negatively the need for general fund support? *None.*
- Does the department have a reserve? *N/A.* If yes, provide the activity of the department's reserve account for the last three years?

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**CERTIFICATION OF ELECTION RESULTS OF THE  
CALIFORNIA DIRECT PRIMARY ELECTION HELD ON JUNE 5, 2018**

I, Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, having completed the canvass of returns for the California Direct Primary Election held June 5, 2018 and recorded in the Elections Records, certify the results as follows:

The results for Governor; Lt. Governor; Secretary of State; State Controller; State Treasurer; State Attorney General; State Insurance Commissioner; State Board of Equalization, District 1; U.S. Representative, District 1; and State Assembly, District 1; non-partisan office of the State Superintendent of Public Instruction; and Propositions 68, 69, 70, 71, and 72 are hereto attached.

The results hereto attached and made a part of and the following local results are true and correct:

**SUPERVISOR DISTRICT 3**

<b>Sharon Thrall</b>	<b>815</b>
Joseph Maumoynier	369
Michael Nashlund	184
Write-In Votes	3

**SUPERVISOR DISTRICT 5**

Margaret Mimi Garner	129
<b>Jeff Engel</b>	<b>848</b>
Timothy Driscoll	506
Write-In Votes	7

**PLUMAS COUNTY ASSESSOR**

<b>Charles W. Leonhardt</b>	<b>5254</b>
Write-In Votes	42

**PLUMAS COUNTY AUDITOR-CONTROLLER**

<b>Roberta M. Allen</b>	<b>5094</b>
Write-In Votes	40

**PLUMAS COUNTY CLERK-RECORDER**

<b>Kathy Williams</b>	<b>5397</b>
Write-In Votes	32

**PLUMAS COUNTY DISTRICT ATTORNEY**

<b>David Hollister</b>	<b>5090</b>
Write-In Votes	109

**PLUMAS COUNTY SHERIFF-CORONER**

<b>Gregory J. Hagwood</b>	<b>5410</b>
Write-In Votes	117

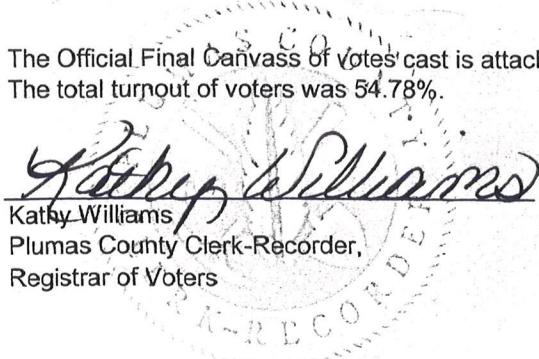
**PLUMAS COUNTY SUPERINTENDENT OF SCHOOLS**

<b>Terry R. Oestreich</b>	<b>4410</b>
Write-In Votes	111

**PLUMAS COUNTY TREASURER-TAX COLLECTOR**

<b>Julie White</b>	<b>5174</b>
Write-In Votes	33

The Official Final Canvass of Votes cast is attached hereto and made a part hereof.  
The total turnout of voters was 54.78%.

  
Kathy Williams  
Plumas County Clerk-Recorder,  
Registrar of Voters

Date

6-24-2018

PLUMAS COUNTY  
 JUNE 5, 2018  
 CALIFORNIA DIRECT PRIMARY  
 OFFICIAL FINAL

Date:06/25/18  
 Time:09:06:13  
 Page:1 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

GOVERNOR

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6553	
JOSH JONES	29	0.44%
J. BRIBIESCA	20	0.31%
GLORIA LA RIVA	15	0.23%
PETER Y LIU	29	0.44%
ANTONIO VILLARAIGOSA	262	4.00%
YVONNE GIRARD	42	0.64%
ROBERT GRIFFIS	10	0.15%
SHUBHAM GOEL	1	0.02%
TRAVIS ALLEN	1021	15.58%
AKINYEMI AGBEDE	7	0.11%
JOHNNY WATTENBURG	12	0.18%
NICKOLAS WILDSTAR	20	0.31%
DESMOND SILVEIRA	4	0.06%
MICHAEL SHELLENBERGE	34	0.52%
ZOLTAN ISTVAN	18	0.27%
CHRISTOPHER CARLSON	12	0.18%
THOMAS CARES	1	0.02%
JOHN CHIANG	380	5.80%
<b>JOHN H. COX</b>	<b>2547</b>	<b>38.87%</b>
AMANDA RENTERIA	96	1.46%
DELAINE EASTIN	225	3.43%
JEFFREY TAYLOR	0	0.00%
KLEMENT TINAJ	2	0.03%
HAKAN "HAWK" MIKADO	2	0.03%
ALBERT MEZZETI	6	0.09%
GAVIN NEWSOM	1706	26.03%
ROBERT C. NEWMAN, II	46	0.70%
Write-in Votes	6	0.09%

LT GOVERNOR

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6227	
JEFF BLEICH	336	5.40%
<b>ELENI KOUNALAKIS</b>	<b>1449</b>	<b>23.27%</b>
CAMERON GHARABIKLOU	34	0.55%
TIM FERREIRA	133	2.14%
DAVID FENNELL	1107	17.78%
DANNY THOMAS	40	0.64%
COLE HARRIS	1054	16.93%
ED HERNANDEZ	572	9.19%
DAVID R. HERNANDEZ	632	10.15%
LYDIA ORTEGA	675	10.84%
GAYLE MC LAUGHLIN	189	3.04%
Write-in Votes	6	0.10%

**PLUMAS COUNTY**  
**JUNE 5, 2018**  
**CALIFORNIA DIRECT PRIMARY**  
**OFFICIAL FINAL**

Date:06/25/18  
Time:09:06:13  
Page:2 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

**SECRETARY OF STATE**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6345
<b>ALEX PADILLA</b>	2378 37.48%
<b>GAIL K. LIGHTFOOT</b>	164 2.58%
<b>C. T. WEBER</b>	51 0.80%
<b>ERIK RYDBERG</b>	66 1.04%
<b>RAUL RODRIGUEZ JR</b>	522 8.23%
<b>MICHAEL FEINSTEIN</b>	96 1.51%
<b>RUBEN MAJOR</b>	204 3.22%
<b>MARK P. MEUSER</b>	2858 45.04%
Write-in Votes	6 0.09%

**STATE CONTROLLER**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6273
<b>KONSTANTINOS RODITIS</b>	3092 49.29%
<b>MARY LOU FINLEY</b>	221 3.52%
<b>BETTY T. YEE</b>	2955 47.11%
Write-in Votes	5 0.08%

**STATE TREASURER**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6143
<b>VIVEK VISWANATHAN</b>	629 10.24%
<b>JACK M. GUERRERO</b>	1870 30.44%
<b>KEVIN AKIN</b>	116 1.89%
<b>GREG CONLON</b>	1708 27.80%
<b>FIONA MA</b>	1814 29.53%
Write-in Votes	6 0.10%

**STATE ATTORNEY GENERAL**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6302
<b>DAVE JONES</b>	521 8.27%
<b>STEVEN C BAILEY</b>	2526 40.08%
<b>XAVIER BECERRA</b>	2095 33.24%
<b>ERIC EARLY</b>	1153 18.30%
Write-in Votes	7 0.11%

PLUMAS COUNTY  
 JUNE 5, 2018  
 CALIFORNIA DIRECT PRIMARY  
 OFFICIAL FINAL

Date:06/25/18  
 Time:09:06:13  
 Page:3 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

STATE INSURANCE COMM

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	5657	
<b>STEVE POIZNER</b>	2957	52.27%
RICHARD LARA	1372	24.25%
NATHALIE HRIZI	374	6.61%
ASIF MAHMOOD	925	16.35%
Write-in Votes	29	0.51%

ST BD OF EQUAL DIST 1

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6221	
<b>TED GAINES</b>	3053	49.08%
CONNIE CONWAY	653	10.50%
DAVID EVANS	436	7.01%
TOM HALLINAN	2065	33.19%
WRITE-IN	14	0.23%

**PLUMAS COUNTY**  
**JUNE 5, 2018**  
**CALIFORNIA DIRECT PRIMARY**  
**OFFICIAL FINAL**

Date:06/25/18  
Time:09:06:13  
Page:4 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

**US SENATE DIST 1**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6205
GERALD PLUMMER	32 0.52%
TOM PALZER	348 5.61%
JOHN THOMPSON PARKER	17 0.27%
DOUGLAS PIERCE	42 0.68%
HERBERT G. PETERS	30 0.48%
JAMES P BRADLEY	755 12.17%
ARUN K. BHUMITRA	78 1.26%
JERRY JOSEPH LAWS	115 1.85%
PATRICK LITTLE	71 1.14%
TIM GILDERSLEEVE	20 0.32%
MICHAEL FAHMY GIRGIS	2 0.03%
DON J. GRUNDMANN	30 0.48%
RASH BIHARI GHOSH	10 0.16%
LING LING SHI	1 0.02%
JOHN "JACK" CREW	174 2.80%
ERIN CRUZ	598 9.64%
DERRICK MICHAEL REID	94 1.51%
DIANNE FEINSTEIN	1824 29.40%
COLLEEN SHEA FERNALD	21 0.34%
ADRIENNE EDWARDS	46 0.74%
PAUL A TAYLOR	602 9.70%
DONNIE O. TURNER	34 0.55%
PAT HARRIS	85 1.37%
ALISON HARTSON	202 3.26%
JASON M. HANANIA	18 0.29%
DAVID HILDEBRAND	16 0.26%
LEE OLSON	14 0.23%
ROQUE DE LA FUENTE	167 2.69%
KEVIN DE LEON	488 7.86%
KEVIN MOTTUS	166 2.68%
DAVID MOORE	34 0.55%
MARIO NABLIVA	62 1.00%
Write-in Votes	9 0.15%

**US REP DIST 1**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6390
DAVID PETERSON	175 2.74%
DOUG LA MALFA	3381 52.91%
MARTY WALTERS	1462 22.88%
GREGORY CHEADLE	257 4.02%
LEWIS ELBINGER	60 0.94%
JESSICA HOLCOMBE	466 7.29%
AUDREY DENNEY	587 9.19%
Write-in Votes	2 0.03%

**PLUMAS COUNTY  
JUNE 5, 2018  
CALIFORNIA DIRECT PRIMARY  
OFFICIAL FINAL**

Date:06/25/18  
Time:09:06:13  
Page:5 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

**ASSEMBLY DIST 1**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	6145
<b>PETER VAN PEBORGH</b>	563 9.16%
<b>CALEEN SISK</b>	1408 22.91%
<b>JENNY CONNELL-NOWAIN</b>	148 2.41%
<b>BRIAN DAHLE</b>	4020 65.42%
Write-in Votes	6 0.10%

**STATE SUP OF PUB INSTRUCT**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	5530
<b>LILY PLOSKI</b>	964 17.43%
<b>STEVEN IRELAND</b>	1024 18.52%
<b>TONY K. THURMOND</b>	1630 29.48%
<b>MARSHALL TUCK</b>	1893 34.23%
Write-in Votes	19 0.34%

**PLUMAS COUNTY SUP OF SCHOOLS**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	4521
<b>TERRY R. OESTREICH</b>	4410 97.54%
Write-in Votes	111 2.46%

**PLUMAS COUNTY SUPERVISOR DIST 3**

	Total
Number of Precincts	5
Precincts Reporting	5 100.0 %
Vote For	1
Total Votes	1371
<b>SHARON THRALL</b>	815 59.45%
<b>JOSEPH M. MAUMOYNIER</b>	369 26.91%
<b>MICHAEL NASHLUND</b>	184 13.42%
Write-in Votes	3 0.22%

**PLUMAS COUNTY**  
**JUNE 5, 2018**  
**CALIFORNIA DIRECT PRIMARY**  
**OFFICIAL FINAL**

Date:06/25/18  
Time:09:06:13  
Page:6 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

**PLUMAS COUNTY SUPERVISOR DIST 5**

	Total
Number of Precincts	6
Precincts Reporting	6 100.0 %
Vote For	1
Total Votes	1490
<b>MARGARET MIMI GARNER</b>	129 8.66%
<b>JEFF ENGEL</b>	848 56.91%
<b>TIMOTHY DRISCOLL</b>	506 33.96%
Write-in Votes	7 0.47%

**PLUMAS COUNTY ASSESSOR**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	5296
<b>CHARLES W. LEONHARDT</b>	5254 99.21%
Write-in Votes	42 0.79%

**PLUMAS COUNTY AUDITOR-CONTROLLER**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	5134
<b>ROBERTA M. ALLEN</b>	5094 99.22%
Write-in Votes	40 0.78%

**PLUMAS COUNTY CLERK-RECORDER**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	5429
<b>KATHY WILLIAMS</b>	5397 99.41%
Write-in Votes	32 0.59%

**PLUMAS COUNTY DISTRICT ATTORNEY**

	Total
Number of Precincts	29
Precincts Reporting	29 100.0 %
Vote For	1
Total Votes	5199
<b>DAVID HOLLISTER</b>	5090 97.90%
Write-in Votes	109 2.10%

PLUMAS COUNTY  
JUNE 5, 2018  
CALIFORNIA DIRECT PRIMARY  
OFFICIAL FINAL

Date:06/25/18  
Time:09:06:13  
Page:7 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%

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

PLUMAS COUNTY SHERIFF		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>GREGORY J. HAGWOOD</b>		5527
Write-in Votes		5410 97.88%
		117 2.12%

PLUMAS COUNTY TREASURER		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>JULIE A. WHITE</b>		5207
Write-in Votes		5174 99.37%
		33 0.63%

PROP 68-BONDS-PARKS-WATER		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>YES</b>		6335
<b>NO</b>		2679 42.29%
		3656 57.71%

PROP 69-TRANSPORTATION REVENUE		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>YES</b>		6342
<b>NO</b>		4969 78.35%
		1373 21.65%

PROP 70- CAP AND TRADE REVENUE		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>YES</b>		6037
<b>NO</b>		2316 38.36%
		3721 61.64%

PROP 71-BALLOT MEASURES DATE		Total
Number of Precincts		29
Precincts Reporting		29
Vote For		100.0 %
Total Votes		1
<b>YES</b>		6141
<b>NO</b>		4366 71.10%
		1775 28.90%

PLUMAS COUNTY  
JUNE 5, 2018  
CALIFORNIA DIRECT PRIMARY  
OFFICIAL FINAL

Date:06/25/18  
Time:09:06:13  
Page:8 of 8

Registered Voters 12166 - Cards Cast 6664 54.78%      Num. Report Precinct 29 - Num. Reporting 29 100.00%

PROP 72-RAIN CAPTURE TAX

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6303	
<b>YES</b>	5175	82.10%
<b>NO</b>	1128	17.90%



IFI

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** May 30, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for July 3, 2018

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment Number OHP2018ELLIS with Ellis Planning Associates, Inc., in the amount of \$55,616.00 to assist in developing a Plan to assess and evaluate oral health needs in Plumas County.

**Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county. The oral health improvement plan developed will guide oral health efforts, and is a key component of the county-wide Community Health Assessment and Community Health Improvement Plan processes.

**Fiscal Impact:** There will be no financial impact on the County General Fund, as this contract is fully funded by the Oral Health Program through Public Health.

The Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



1/2

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** June 19, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for July 3, 2018

**Recommendation:** Approve and direct the Chair to sign Agreement Number PCPHA2018ELLIS with Ellis Planning Associates, Inc., in the amount of \$10,000.00 to assist in developing a Strategic Plan for the Northern Sierra Opioid Safety Coalition, and ratify agreement effective June 19, 2018.

**Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county. The Northern Sierra Opioid Safety Coalition is a four-county effort in which Plumas County serves as the fiscal and administrative agent for the region, in addition to coordinating services. The effort is supported by both State and Foundation funding which supports efforts throughout the region including access to medication assisted treatment, access to naloxone, efforts to improve prescribing practices, and other harm reduction efforts aimed at improving the health and quality of life for residents who use drugs.

Ellis Planning & Associates will work with PCPHA staff to draft Mission and Vision statements, incorporate a Strengths, Weakness, Opportunities and Threats (SWOT) analysis conducted by PCPHA, and work with PCPHA and members of the Northern Sierra Opioid Safety Coalition during a full day session to finalize the strategic Plan.

**Fiscal Impact:** There is no financial impact on the County General Fund, as this contract is fully funded by Programs through Public Health.

This agreement has been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.



1F3

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

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**Date:** May 29, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for July 3, 2018

**Recommendation:** Approve and direct the Chair to sign Agreement Amendment MAA1415CODING-A4 (\$42,000.00) with Fairbanks, LLC., to provide a Random Moment Survey software system and coding services for the Medi-Cal Administrative Activities (MAA) Program for Fiscal Year 2018-2019.

**Background:** Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports, to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

**Fiscal Impact:** There will be no financial impact on the County General Fund, as this contract is fully funded by the Medi-Cal Administrative Activities Program through Public Health.

The Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



1F4

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

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**Date:** May 30, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for July 3, 2018

**Recommendation:** Approve and direct the Chair to sign agreement MAA1819TSB with Fiscal Experts, Inc., in the amount of \$18,000 to provide Time Study Buddy software for the Medi-Cal Administrative Program.

**Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

**Fiscal Impact:** This agreement is fully funded through the Medi-Cal Administrative Program, so there is no financial impact on the County General Fund.

County Counsel Office has reviewed and approved this agreement, a copy of which is on file with the Clerk of the Board for your review.

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



1F5

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** June 18, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for July 3, 2018

**Recommendation:** Approve and direct the Chair to sign Agreement #PCPHA1819MS in the amount of \$77,400.00 with Dr. Mark Satterfield to act as the County Health Officer/Medical Director from July 1, 2018 through June 30, 2019.

**Background:** As the Board are aware, State Health and Welfare Code mandates that each county provides the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, public health nursing protocols and Public Health Emergency Preparedness. The Plumas County Health Officer has traditionally demonstrated leadership during disasters and is responsible for medical oversight of the County Emergency Medical System. The Plumas County Health Officer also serves as Medical Director for the Mountain County HIV Care and Treatment Program. Last year the Health Officer's role expanded to include the title of Medical Expert within the County Medical Services Program Grant. Duties include conducting trainings with clinic staff on the use of buprenorphine for addiction treatment and consultation on the development of related clinical forms.

**Fiscal Impact:** There will be no financial impact on the County General Fund, as this contract is fully funded by multiple Programs through Public Health.

This Agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



1F6

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** June 21, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Cc:** Nancy Selvage

**Agenda:** Item for July 3, 2018

**Recommendation:** Approve and direct Human Resources to recruit and fill for a vacant, funded and allocated 1.00 FTE Public Health Nurse I/II or Registered Nurse I/II and a 1.00 FTE Fiscal Technical Services Assistant II or III.

**Background:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The current vacancies have resulted in a serious shortage of available staff to meet essential services. It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

The Public Health Nurse I/II or Registered Nurse I/II position is funded by Social Services through the Child Welfare Program which requires a nurse to assure that children services through CWS receive preventive health care.

The Fiscal Technical Services Assistant II/III position is responsible for reception, front office, administrative and fiscal services needed by Public Health Administration.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

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

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

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

DATE OF REQUEST: 7/3/18

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: 1.00 FTE Registered Nurse I/II or Public Health Nurse I/II and 1.00 FTE Fiscal & Technical Assistant II/III

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

**For Committee use only**

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

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

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

1.00 FTE PHN/RN - This position became vacant on June 19, 2018 and is responsible for providing clinic support for the Child Welfare Program through the Department of Social Services.

1.00 FTE Fiscal Technical Services Assistant II/III – This position became vacant on June 19, 2018 and is responsible for reception, front office, administrative and fiscal services needed by Public Health Administration.

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

All positions are budgeted and funded in the current year.

There are many technical aspects to public health vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

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

The negative impacts to our agency, and to Social Services' child Welfare programs will exacerbate as the vacancies continue.

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

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

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

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

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

No.

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

No.

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

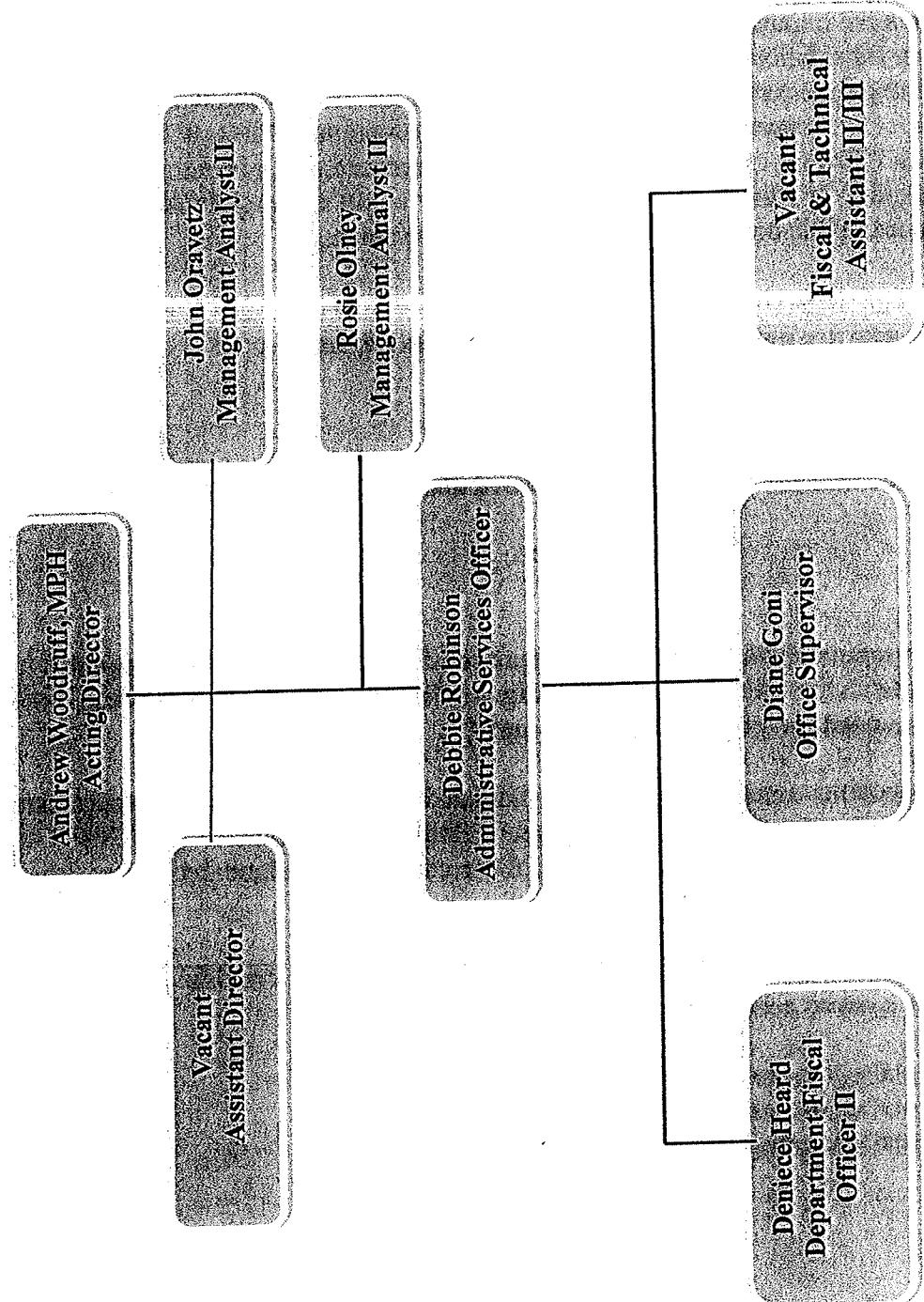
N/A. All positions requested are fully funded by contracts, or contract extensions, or Realignment funding for the 18-19 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

FY 14/15 Total Cash Reserves \$563,802  
FY 15/16 Total Cash Reserves \$565,687  
FY 16/17 Total Cash Reserves \$569,172

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
ADMINISTRATION & FISCAL SERVICES DIVISION

1



PLUMAS COUNTY PUBLIC HEALTH AGENCY  
CLINIC & NURSING SERVICES DIVISION

3

County Electorates  
Board of Supervisors  
District's 1-5

Andrew Woodruff,  
MPH, Acting Director  
Public Health

Vacant  
Assistant Director

Mark Satterfield, M.D.  
Health Officer/Medical  
Director

Tina Venable  
Director of Nursing  
MCAH  
CLPPP  
TB/CD/EPO

Edie O'Conner  
Physician Assistant  
Family Planning

Jessica Coelho, R.D.A  
Dental Prevention  
MCAH/Home Visits  
Child Health &  
Disability Prevention  
CLPPP

Dawn Fowler, LVN I  
Ryan White  
HIV Counseling

Jana McDowell, LVN II  
MCAH/Home Visits  
Child Health &  
Disability Prevention  
California Children's  
Services Program  
First Five Home Visiting

Dorrie Philbeck, RN II  
MCAH,  
Child Health &  
Disability Prevention  
CLPPP  
First Five Home Visiting

Linda DeWolf, RN II  
Child Health &  
Disability Prevention  
California Children's  
Services Program  
IZ Coordinator

Vacant  
Senior Connections

—

Kristin Brown, LVN I  
Family Planning  
Immunizations  
Clinic Nursing

Tom Thompson, PHN II  
MCAH Director  
CLPPP  
Child Health & Disability  
Prevention—Foster Care

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

For the July 3, 2018 meeting of the Plumas County Board of Supervisors

June 25, 2018

To: Honorable Board of Supervisors

From: *FOR:* 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 Worker positions in the Quincy Maintenance District.

  
John Mannie  
ASSISTANT DIRECTOR

### Background:

Two Road Maintenance Workers from the Public Works Department have resigned effective June 28, 2018. As a result, there will be two vacancies for a Road Maintenance Workers in the Public Works Department in the Quincy 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:

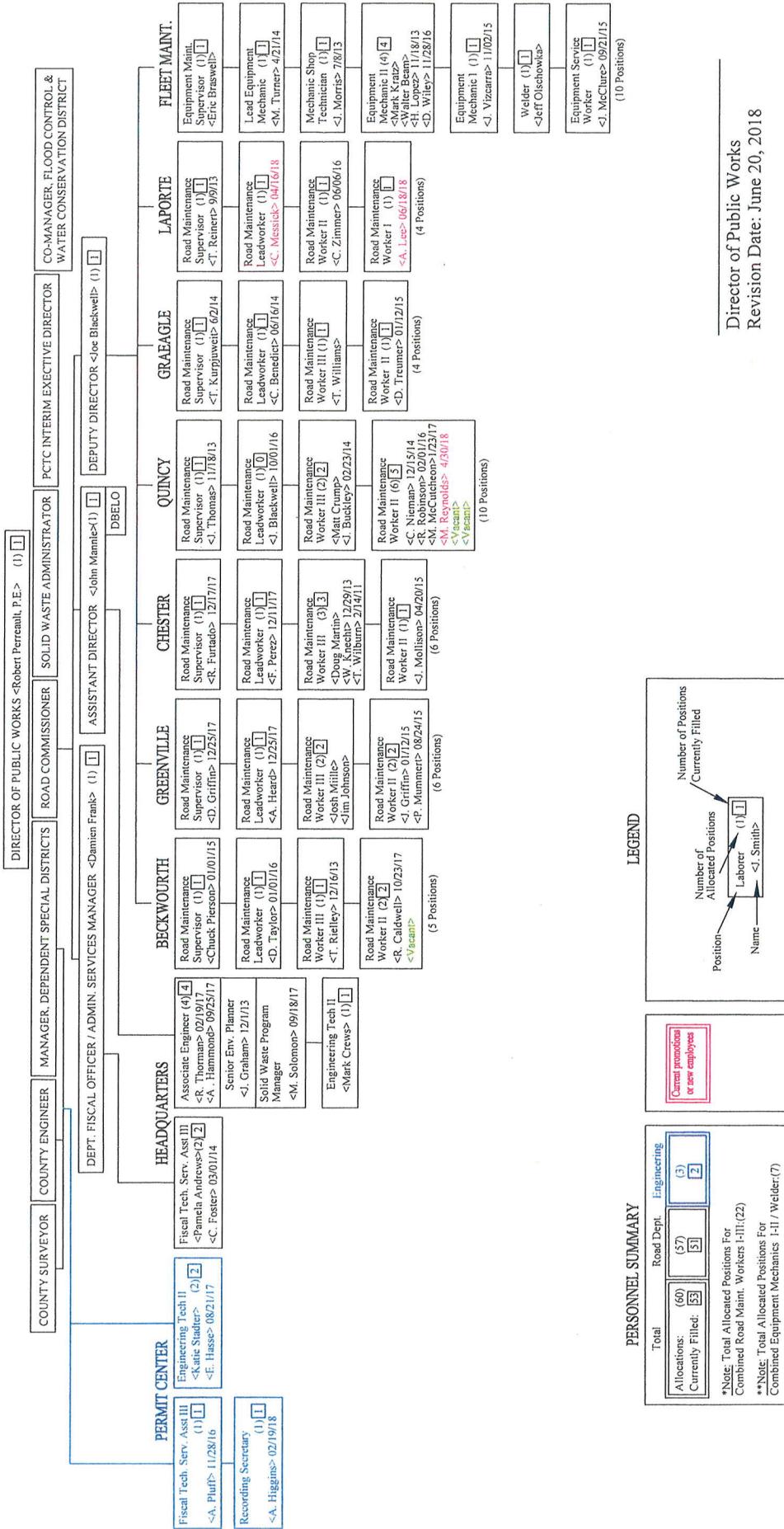
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to fill the vacancy of two (2) FTE PW Road Maintenance Worker positions in the Quincy Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Quincy**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 16/17 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





# Office of the Sheriff

## Office of Emergency Services

1A1

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

**DATE:** June 25, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Gregory J. Hagwood

**RE:** Consent Agenda Item for the meeting of July 3, 2018

**Recommended Action:**

Approve the Service Agreement between the County of Plumas and Susan McCourt Contract Fire Prevention Specialist.

**Background and Discussion:**

As the Board will recall, Sue McCourt is serving under contract as the county's Fire Prevention Specialist. Funded through Title III, her scope of work includes a wide range of Firewise and Community Wildfire Protection Planning duties and activities.

Due to the size of this document, an original and 1 copy have been filed with the Clerk of the Board of Supervisors.



# Office of the Sheriff

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

1/12

GREGORY J. HAGWOOD  
SHERIFF/CORONER

**DATE:** **June 25, 2018**

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

**FROM:** **Sheriff Gregory Hagwood**

**RE:** **Agenda Item for the meeting of July 3, 2018**

**Recommended Action:**

Review and authorize the Sheriff to sign a service agreement with Mission Critical Partners, LLC

**Background and Discussion:**

The Sheriff's Office has found as part of an ever-growing communication system, the need for a consulting firm to handle project environmental documents, FCC and FAA reporting and licensing as well as project and system management as necessary. Mission Critical can fill all of those needs and is currently under contract to numerous California public safety agencies, which is their industry niche. The initial contract has a cap of \$100,000, although planned work as of this writing is much less than the total amount available. By adding room for extra fees, the Sheriff's Office will be able to proceed with contract related work at communication sites without excessive delays on an as needed basis.

The Sheriff's Office has worked very successfully with numerous Mission Critical employees in the past when they worked for other public safety entities or contractors. Mission Critical extended GSA pricing to Plumas County which is referenced in the contract.

The initial work to be completed by Mission Critical is the NEPA study for the Dyer Mtn. Communication project.

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

Due to the length of the contract a copy is on file with the Clerk of the Board.



# Office of the Sheriff

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

143

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** **June 25, 2018**

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

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

**RE:** **Agenda Item for the meeting of July 3, 2018**

**RECOMMENDATION:**

Authorize the Sheriff to test, establish a list, and fill one Sheriff's Office Dispatcher position.

**BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests authorization to recruit and fill one Sheriff's Office Dispatcher position. The vacancy was due to a resignation.



1

**PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT**  
1834 East Main Street, Quincy, CA 95971      Telephone: (530) 283-6268

**AGENDA REQUEST**

For the July 3, 2018 meeting of the Plumas County Board of Supervisors

June 25, 2018

*John Manke*  
Assistant Director

To: Honorable Board of Supervisors

From: *For:* Robert Perreault – Manager, Flood Control and Water Conservation District

Subject: Consider Approval of a Supplemental Budget Request to Increase the Lake Davis Construction Project Expense (545310); and Increase the Reimbursements/Refund Revenue Account (46251) by \$30,000.00 each.

**Background:**

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

The Flood Control budget included \$57,000 in expenditures relating to the Lake Davis Water Treatment Plant (LDWTP). However, this amount represented only the net expense to the Flood Control Division. The gross expenditures for this budget line item was to come in just above \$100,000; with 50% of these costs to be reimbursed by the City of Portola.

The revenue to be received from the city of Portola was also not included in the budget for Fiscal Year 17/18.

The increase of \$30,000 to expenditures and revenues represents the amount to be billed (and received from) the City of Portola in Fiscal Year 17/18. Additional amounts, mostly relating to fencing, will be reflected in the Fiscal Year 18/19 budget. There will be no net effect to the cost to the District.

The attached Supplemental Budget Transfer has been reviewed and approved by the County Auditor.

**Recommendation:**

The Flood Control Manager respectfully recommends that the Board of Supervisors approve the attached Supplemental Budget Request to increase the Lake Davis Construction Project Expense and the Reimbursement Revenue accounts by \$30,000.00 each.

Attachment: Budget Transfer Request



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

A) Expenses for Lake Davis Water Treatment Plant to come in higher than budgeted

B) Additional revenue projected to be received from City of Portola (see D below)

C) Payment needs to be made from FY17/18 budget

D) City of Portola agreed to pay 50% of construction costs. Invoice for \$30,757.61 sent on 6/13/18.

Approved by Department Signing Authority:

*Damir Funk*

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

*John D. Miller*

*6/20/18*

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### **INSTRUCTIONS:**

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

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

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

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

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



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### AGENDA REQUEST

For the July 3, 2018 meeting of the Plumas County Board of Supervisors

June 25, 2018

To: Honorable Board of Supervisors  
From: *FOR:* Robert Perreault, Director of Public Works

Subject: Request the Board of Supervisors to approve the purchase one (1) cold planer with money budgeted in the FY18/19 budget in the amount of \$10,894.46.

*John Mannle*  
ASSISTANT DIRECTOR

### Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase one cold planer attachment as identified in the FY18/19 annual budget.

The cost of this equipment attachment is \$10,894.46 total as documented on the quote from the vendor, Snoquip, Inc. (attachment).

Sufficient funds were budgeted in the "PW Industrial Equipment" line item of the FY18/19 budget as submitted to Roberta Allen and Susan Scarlett in May 2018; but the final budget is not anticipated to obtain full adoption by the Board of Supervisors until September 2018.

A Budget Transfer Form will not be required at this time.

### Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve Public Works to purchase one (1) cold planer attachment using FY2018-19 budget funds, not to exceed \$10,894.46.

Attachment: Quote from vendor



# SNOQUIP, INC.

3400 West Capitol Ave.  
West Sacramento, CA 95691

(916) 372-4641 (800) 994-4641  
FAX: (916) 372-1450

June 25, 2018

Plumas County  
ATT: Joe Blackwell

joeblackwell@countyofplumas.com

1 used Ranjo drum c/w planetary drive & full set of 160 picks

1 used Alitec CP16ATD planer (AKA Trackless MTOP-138 and E0066 wire harness  
& control box for skid steer loader

LOT PRICE including 7.25% sales tax and delivery to Plumas County \$10,894.46



**COLD  
PLANER  
ATTACHMENT**



3B1

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** June 20, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for July 3, 2018

**Recommendation:** Approve the following Budget Transfers to cover costs for the remainder of the fiscal year:

- a. Budget Transfer in Department (20480) Senior Transportation \$2,500.00 from Retirement (51080) and \$2,500.00 from Group Insurance (51090) to Fuel-Vehicle (521102) to cover fuel costs, and
- b. Budget Transfer in Department (20830) Senior Nutrition in the amount of \$4,000.00 from Food (520300) to Retirement (51080) to cover additional retirement costs.

**Background:** As the Board is aware, any transfers to or from personnel line items (51XXX) require your approval. The Board's approval of these recommendations will bring the county budgets in line with the approved grant budgets and actual costs for the remainder of FY 2017-2018.

It is requested that the Board approve the two attached budget transfers for Senior Nutrition and Transportation Programs to cover additional costs for the remainder of the Fiscal Year 2017-2018.

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

17/18

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

TRANSFER NUMBER  
(Auditor's Use Only)

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

X TRANSFER FROM OR

## **SUPPLEMENTAL REVENUE ACCOUNTS**

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

✓ TRANSFER TO QR

#### SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature.

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

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

17/8

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Public Health

**Dept. No. 20830 Senior Nutrition**

Date 6/14/2018

The Reason for this request is (check one):

**Approval Required**

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

Board  
Board  
Board  
Auditor  
Auditor

X TRANSFER FROM OR

### SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO QR

## SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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



3B2

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** June 11, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff, Director  
**CC:** Nancy Selvage, Human Resources  
**Agenda:** Item for July 3, 2018

**Recommendation:** Approve a Resolution to Amend the 2017-2018 County Personnel Allocation in Budget Units 70559 and 70560 due to changes in grant approved budgets. The following shifts to 70559 from 70560 are required, effective April 1, 2018.

Public Health Program Chief  $0.45 - 0.45 = 0.0$  FTE  
Health Education Coordinator II  $.40 + .08 = .48$  FTE  
Management Analyst II  $.091 + .019 = .11$  FTE  
LVN I  $.009 + .05 = .14$  FTE

**Background:** As the Board is aware Plumas County Public Health Agency manages multiple grants in various Budget Units. Plumas County Public Health Agency staff members are often funded by a variety of state categorical funds. As funding and duty allocations within state approved budgets change, adjustments must be made in county budgets and FTE allocations.

One of those sources is the Ryan White Program, which provides funds for direct outpatient HIV primary care. Plumas County Public Health Agency just received the approved budget for the Ryan White Program, which began on April 1, 2018.

At this time adjustments to the County Personnel Allocation are necessary in order to match it to the approved grant budget.

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

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AMENDING THE 2017-2018 COUNTY PERSONNEL ALLOCATION FOR PUBLIC HEALTH BUDGET UNITS 70559 AND 70560, EFFECTIVE APRIL 1, 2018.**

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

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

**WHEREAS**, this correction was brought to the attention of the Director of Human Resources who is now requesting approval of this resolution to correct the 2017-2018 Position Allocation to match the department of 70559, and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Year 2017-2018 to reflect the following:

<b>Budget Unit 70559</b>	<b>Current</b>	<b>Change</b>	<b>Final</b>
Public Health Program Chief	0.45	-0.45	0
Health Education Coordinator I/II OR	0.40	0.08	0.48
Health Education Specialist OR			
Community Outreach Coordinator			
Public Health Nurse II/I OR	0.09	0.05	0.14
Registered Nurse II/I OR			
Licensed Vocational Nurse II/I			
Administrative Services Officer OR	0.091	0.019	0.11
Department Fiscal Officer II/I OR			
Management Analyst II/I			
<b>TOTALS</b>	<b>1.031</b>	<b>-0.30</b>	<b>0.73</b>
<b>Budget Unit 70560</b>	<b>Current</b>	<b>Change</b>	<b>Final</b>
Health Education Coordinator I/II OR	10.90	-0.08	10.82
Health Education Specialist OR			
Community Outreach Coordinator			
Public Health Nurse II/I OR	5.71	-0.05	5.66
Registered Nurse II/I OR			
Licensed Vocational Nurse II/I			
Administrative Services Officer OR	3.44	-0.019	3.421
Department Fiscal Officer II/I OR			
Management Analyst II/I			
<b>TOTALS</b>	<b>20.05</b>	<b>-0.15</b>	<b>19.901</b>

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 3<sup>rd</sup> day of July, 2018 by the following vote:

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

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Chair, Board of Supervisors

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Clerk, Board of Supervisors

# 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:** 6/27/2018

**To:** Honorable Board of Supervisors

**From:** Roberta M. Allen, Auditor / Controller

**Subject:** Approval of services agreement between County of Plumas and Rodney Craig Goodman, Jr., for the Chart of Accounts Restructure required for the General Ledger software conversion.

**No additional budget needed, included in current software budget.**

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### Recommendation:

Approve Services Agreement between County of Plumas and Rodney Craig Goodman, Jr., for the Chart of Accounts Restructure required for the General Ledger software conversion, as described in Exhibit A of the attached Services Agreement document. The contract amount is up to \$40,000, the term of the contract is one year (July 1, 2018 through June 30, 2019), per Exhibit B of attached Services Agreement.

### Background:

The first phase of the conversion process to the new Munis software involves restructuring the chart of accounts. The chart of accounts is an intricate framework that determines how the data will show up on reports. The chart of accounts is the backbone of the accounting system. How well it is structured will determine how efficiently users will be able to access the data. The data needs to be accessible for reports for various purposes, and also set up so that it will properly "roll up" for the annual countywide financial statements. Also, after fiscal year 15/16, the annual SCO report requires much more detail than in previous years.

One of the goals of the implementation team is to have the new software integrate with other accounting systems used by departments. Currently the information from these systems is entered manually into Pentamation, a time-intensive process for all involved. Additionally, many departments use spreadsheets or outside programs to facilitate the filing of cost reports with the state, for example. We want to work with the various departments to reduce or eliminate the double work that is being done.

Per California Government Code section 30200 and Generally Accepted Accounting Principles (GAAP), the chart of accounts must adhere to certain requirements mandated by the State Controller's Office. An extensive knowledge of accounting and experience

in the preparation of financial statements is necessary. Mr. Goodman is familiar with Plumas County's current account structure and reporting needs, and has the knowledge and experience to assist the Auditor in bringing our antiquated system forward into a newer, more complex environment and help to ensure that the product we are purchasing will used to its full potential. Having his assistance will allow the Auditor and her staff to tackle other aspects of the conversion and trainings with the Munis implementers, as well as the usual year end duties of the Auditor department.

No additional funding is necessary. The cost of the contract will be paid from the software budget.

## Services Agreement

This Agreement is made as of June 1, 2018 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 Rodney Craig Goodman, Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand and No/100 Dollars (\$40,000.00).
3. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles) with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

County:

Jeff Engel, Board Chair  
County of Plumas  
520 Main Street, Room #309  
Quincy, CA 95971  
Attention: Nancy DaForno

Contractor:

Rodney Craig Goodman Jr., CPA  
8788 Elk Grove Blvd., Suite 1-N  
Elk Grove, CA 95624

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.

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

**CONTRACTOR:**

Rodney Craig Goodman Jr.,  
an individual

Date signed

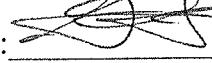
**COUNTY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

Plumas County Counsel

By: , Deputy  
R. Craig Settemire  
County Counsel

6/21/18

Date approved

EXHIBIT A

Scope of Work

- Provide consulting services for the restructure and update of the Chart of Accounts for Plumas County in connection with the software conversion to Tyler Technology Inc. – Munis.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed Forty Thousand and No/100 Dollars (\$40,000.00).

Contractor shall charge \$250 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County for services rendered. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

# 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



3c2

Date: 6/28/2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for audit of the fiscal records of the County of Plumas for fiscal years ending June 30, 2018 and June 30, 2019, per Addendum attached.

---

### Recommendation:

Approve Addendum to Agreement for Auditing Services between County of Plumas and Smith & Newell CPAs for the audit of the fiscal records of the County of Plumas for fiscal years ending June 30, 2018 and June 30, 2019, per Addendum attached.

### Background:

The Auditor is seeking approval for a two-year addendum to the contract for auditing services between County of Plumas and Smith & Newell, CPAs. The county is in the process of implementing new accounting software, a process that is scheduled to be completed by January, 2019. The Auditor is of the opinion that it would be beneficial for Smith & Newell to perform the audit because of the CPA firm's familiarity with the County's financials.

Respectfully submitted,

Roberta Allen  
Auditor/Controller

## ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional services is entered into by and between the **COUNTY OF PLUMAS** ("County"), and, **SMITH & NEWELL CPAS**, ("Consultant") this \_\_\_\_\_ day of \_\_\_\_\_, 2018 and affects Scope of Services Required of the original contract dated February 2012 (Copy attached).

This contract is hereby amended as follows:

**SCOPE OF WORK:** Consultant shall audit the fiscal records of the County of Plumas for the fiscal years ending June 30, 2018 and June 30, 2019 in accordance with the duties imposed upon it as set forth in the original contract plus compliance with all new applicable standards issued since the date of the original contract.

**COMPENSATION:** County shall pay to Auditor for services described herein a sum not to exceed the following:

<u>Required Audit Services</u>	<u>2018 Maximum Fee</u>	<u>2019 Maximum Fee</u>
County Wide Audit	\$ 44,790	\$ 45,910
Compilation of Financial Statements	3,530	3,615
Single Audit	6,620	6,785
Compliance Report on Treasury Investments	2,250	2,310
Cash Procedure/Control Audit of Departments	3,640	3,730
Total Maximum Fee	<u>\$ 60,830</u>	<u>\$ 62,350</u>

**TERMS:** The term of the original contract shall be extended until June 30, 2020 for the services contemplated in this contract addendum.

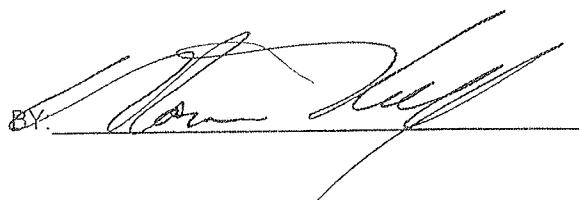
All other sections of this Contract remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have signed this Agreement as of the day and year herein first above written.

COUNTY OF PLUMAS:

BY: \_\_\_\_\_

SMITH & NEWELL CPA'S:



This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and SMITH & NEWELL, CPAs, a California general partnership (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 proposal, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Fifty-Four Thousand, Six Hundred Eighty and No/100 Dollars (\$154,680.00).
3. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
4. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County, and County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination. All documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.
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 work performed under this Agreement 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 coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
  - b. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
  - c. 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.
  - d. Workers Compensation insurance in accordance with California state law.

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

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

Contractor:

Smith & Newell, CPA's  
1425 Butte House Rd.  
Yuba City, CA 95993

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a

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

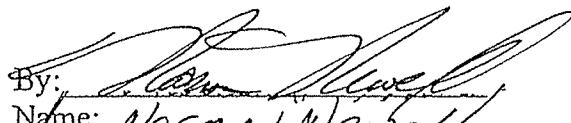
25. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property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

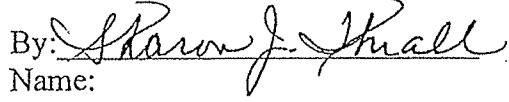
**CONTRACTOR:**

Smith & Newell, CPAs, a California general partnership

By:   
Name: *Norman Newell*  
Title: General Partner  
Date signed: *6-19-18*

**COUNTY:**

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

By:   
Name:  
Title:  
Date signed:

**APPROVED AS TO FORM:**

Plumas County Counsel

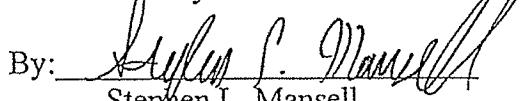
By:   
Stephen L. Mansell  
Deputy County Counsel  
Date signed: *2/21/12*

EXHIBIT A

**Scope of Work and Fee Schedule**

Contractor shall perform work as described in, and at the fees listed in, County's Request for Proposal and Contractor's Proposal to Provide Independent Audit Services dated August 5, 2011, as attached hereto.

# 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: 6/28/2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Supplemental Budget in Fund 0053 / Dept. 40044 Tobacco Settlement  
in the amount of \$23,000. Increase account 580000 for transfer for debt service.

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### Recommendation:

Approve Supplemental Budget in Fund 0053 / Dept. 40044 Tobacco Settlement in the amount of \$23,000. Increase account 580000 for transfer to debt service.

### Background:

The budget in Department 40044 Tobacco Settlement was approved using the prior year Tobacco Settlement revenue. In 16/17 the revenue was \$177,000. The revenue received for 17/18 was \$211,742. The Auditor is requesting to increase the revenue and expenditures by \$23,000, which would increase the budget in 580000 to \$200,000 to be transferred to Fund 0096 Capital Improvement Fund for the debt service payment to Umpqua Bank for the Annex.

Respectfully submitted,

Roberta Allen  
Auditor/Controller

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

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Auditor      Dept. No: 20040      Date 6/27/2018

Dept. No: 20040 Date 6/27/2018

Date 6/27/2018

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

A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Tobacco Revenue received greater than amount budgeted. Increase transfer for debt service to \$200,000

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: \_\_\_\_\_

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### **INSTRUCTIONS:**

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

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

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

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

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

FUNCTION: 4 HEALTH & SANITATION  
ACTIVITY: 24 HEALTHFUND: 0053 TOBACCO SETTLEMENT FUND  
DEPARTMENT: 40044 TOBACCO SETTLEMENT

(1) ACCOUNT	(2)	(3) 2015-16 ACTUAL	(4) 2016-17 ACTUAL	(5) 2017-18 BUDGET	(6) 2017-18 ACTUAL	(7) REQUESTED	(8) RECOMMENDED BASE	(9) RECOMMENDED ADJUSTMENTS	(10) RECOMMENDED
<b>43 USE OF MONEY &amp; PROPERTY</b>									
43010	INTEREST-VESTED FUNDS	2,106	3,161	3,000	4,130	2,983			
*43	USE OF MONEY & PROPERTY	2,106	3,161	3,000	4,130	2,983			*
<b>44 STATE &amp; FEDERAL AID</b>									
44365	ST- TOBACCO SETTLMNT	172,444	177,359	177,000	211,742	177,000	23,000	23,000	200,000
*44	STATE & FEDERAL AID	172,444	177,359	177,000	211,742	177,000			*
<b>48 TRANSFER</b>									
48000	TRANSFER					0			
*48	TRANSFER					0			*
*40044	REVENUES	174,550	180,520	180,000	215,872	179,983			*
<b>52 SERVICES &amp; SUPPLIES</b>									
525000	OVERHEAD	61	88	71	71	71			
*52	SERVICES & SUPPLIES	61	88	71	71	71			*
*40044	EXPENDITURES	61	88	71	71	71			*
<b>58 TRANSFERS</b>									
58000	TRANSFER					0			
580000	TRANSFER	200,000	177,359	177,000		200,000			
583180	CONTRIB TRANS DEBT SVC					0			
*58	TRANSFERS	200,000	177,359	177,000		200,000			*
*40044	TRANSFERS	200,000	177,359	177,000		200,000			*
*40044	TOBACCO SETTLEMENT EXPENDITURES	61	88	71	71	71			*
	TRANSFERS	200,000	177,359	177,000		200,000			
	NET EXPENDITURES	200,061	177,447	177,071	71	200,071			
	LESS REVENUES	174,550	180,520	180,000	215,872	179,983			
	COST TO COUNTY	25,511	-3,073	-2,929	-215,801	20,088			

PLUMAS COUNTY JOURNAL ENTRY

Transactions - PLUMAS COUNTY - FINPLUS DB

File Edit Help

Date: 05/21/2018 Through Period: 13

Year  

DEPT/FUND 40044

ACCOUNT 44365 ST. TOBACCO SETTLMNT

### -Search Criteria-

Period

### Receivable

**Transaction Date**

### 1 Receipt

Transaction Code

**Amount**

Pauer

Control Number

Find

Total Budget: 122000.00 Receipt: 211742.30 Receivable: 0.00

Balance: -34742.30



# Office of the Sheriff

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

3D

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** **June 20, 2018**

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

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

**RE:** **Agenda Item for the meeting of July 3, 2018**

**RECOMMENDATION:**

Authorize the Sheriff to have Human Resources reclassify four positions in the Sheriff's Office to include cannabis code enforcement duties. These four positions will include the Investigations Sergeant position, (1) Investigator position, (1) Sheriff Services Assistant II/Evidence Clerk position, and the Training/Policy Deputy Position.

Authorize the Sheriff to work with Human Resources to develop a new Sheriff Services Assistant/cannabis code compliance position. After this position is developed, authorize the Sheriff to recruit and hire.

**BACKGROUND & DISCUSSION:**

On November 27, 2017 the Plumas County Board of Supervisors placed a moratorium on commercial cannabis cultivation within Plumas County. On May 31, 2018 the Plumas County Board of Supervisors passed the new cannabis enforcement ordinance pertaining to cannabis cultivation. On July 1, 2018 the enforcement ordinance becomes effective and enforcement will be the responsibility of the Plumas County Sheriff's Office.

Upon receiving this new/additional responsibility, the Sheriff's Office will need to expand current job descriptions and reclassify current personnel. In addition to this new responsibility, an additional Sheriff Services Assistant/Cannabis Code Compliance position must be added to the Sheriff's Office allocations.

In addition to the above reclassifications and position, additional monies will be needed to fund this new enforcement code.

The Sheriff estimates the cost of the cannabis code compliance enforcement to be \$100,000.00.

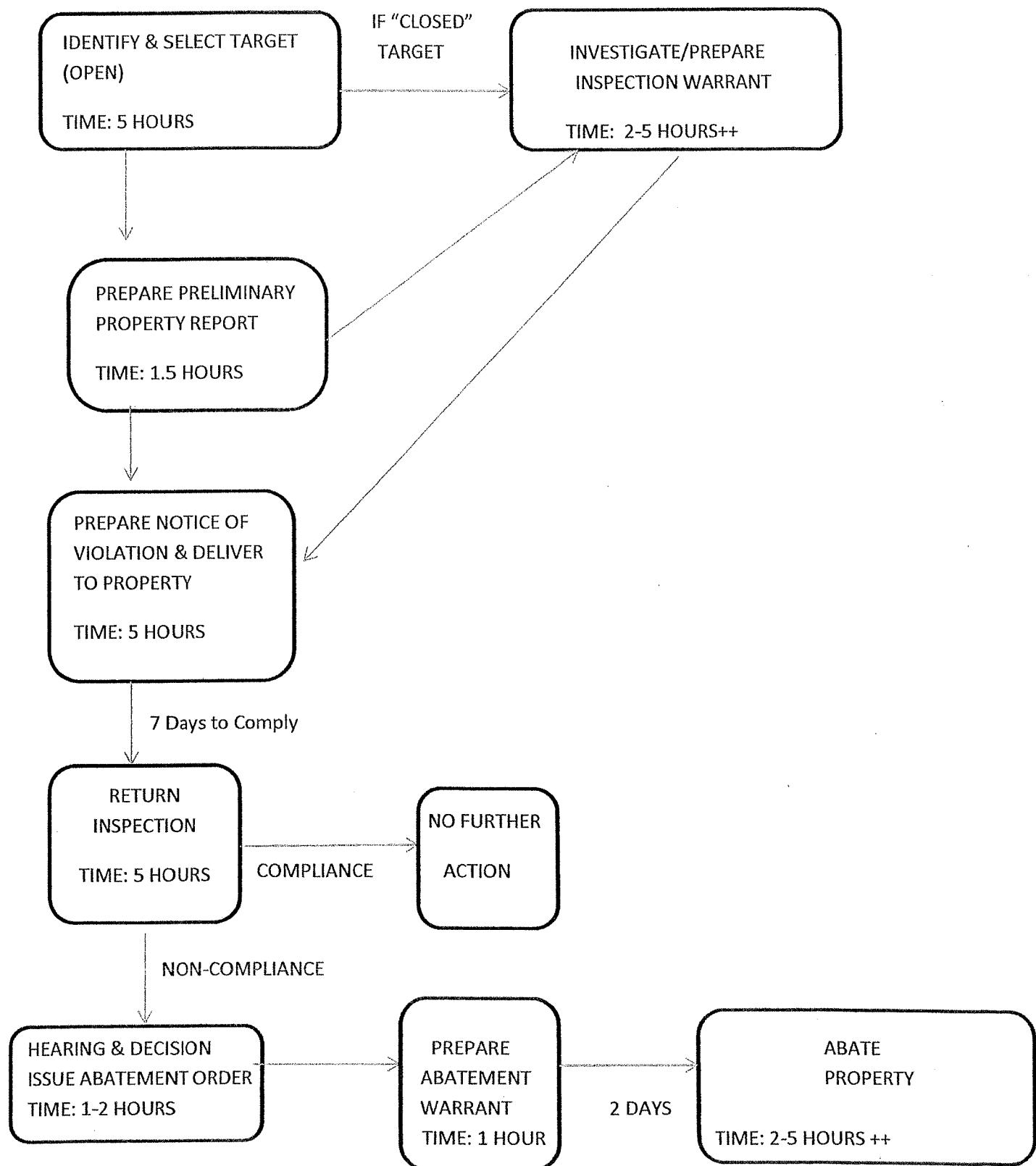
## Estimate of Costs Regarding Cannabis Enforcement

Reclass of current employees, with one additional new employee, and related costs.

Inv. Sergeant	\$4,000.00
Inv. Position	\$3,500.00
Evid. Clerk	\$3,500.00
Training/Policy Deputy	\$4,000.00
New Sheriff Services Assistant	\$56,000.00
O.T.	\$5,000.00
Fuel/Maint.	\$5,000.00
Misc employee costs (FICA etc)	\$9,000.00
Supplies and Equipment	\$10,000.00
<b>Total</b>	<b>\$100,000.00</b>

All employee costs are estimated. For accurate costs all wages must be calculated by HR.

## CANNABIS ENFORCEMENT PROCESS & TIME ACCOUNTING FLOWCHART



3E1

AGREEMENT BETWEEN  
THE COUNTY OF PLUMAS  
AND  
LYNN STROM

This agreement is entered into between the County of Plumas ("County") and Lynn Strom ("Contractor") for the purpose of providing Hearing Officer services under Chapter 9 of Title 1 of the Plumas County Code.

**WHEREAS**, Plumas County Code section 1-9.09 prescribes an alternative procedure for abatement of unlawful marijuana cultivation; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (c) provides that:

"In order to hear cases brought by the enforcing officer under this section, the board of supervisors hereby establishes for such purpose the Office of County Hearing Officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code, to which Office the Board of Supervisors shall appoint one or more hearing examiners. Each such hearing examiner shall be an attorney at law having been admitted to practice before the courts of this state for at least five years. Hearing examiners shall be appointed for a period of not less than one year. In the event that the Board appoints more than one hearing examiner, each day of hearings required under this section shall be assigned to a hearing examiner based upon an alphabetical rotation. Hearing examiners shall have those powers set forth in sections 27721 and 27722 of the Government Code, including the power to conduct the hearing, the power to decide the matter under this section upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas at the request of a party of interest, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings."; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (d) provides that:

"Pursuant to Government Code sections 25845, subdivision (i) and 27721, subdivision (A), the Hearing Officer shall hold an administrative hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated. This hearing shall be held no less than five calendar days after service of the notice."

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall serve as Hearing Officer appointed pursuant Section 1-9.09 of the Plumas County Code, and shall exercise all powers and duties set forth

therein. Contractor shall hear and decide all matters assigned to them in accordance with that Section.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid an all-inclusive fee of \$80 per hour after satisfactorily completing the duties described in this Agreement. Contractor shall receive a minimum of two (2) hours compensation for each day of hearings conducted hereunder. Contractor shall be paid at the \$80 per hour rate for travel time from Red Bluff to Quincy and return to Red Bluff. The Maximum Compensation payable under this Agreement shall not exceed \$25,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on July 2, 2018, and shall terminate July 1, 2019, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor materially fails to fulfill in a timely and professional manner their obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement for good cause effective immediately upon the County giving written notice thereof to the Contractor. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this

agreement in any fiscal year. County shall pay contractor for all work satisfactorily completed as of the date of notice.

7. **ENTIRE AGREEMENT; MODIFICATION**

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

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

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

10. **RETIRED ANNUITANT STATUS**

Contractor acknowledges being subject to the employment restrictions of the Public Employees' Pension Reform Act and Public Employees' Retirement Law, and accepts full responsibility for any action(s) taken by CalPERS as a result of this agreement, if any. Contractor further releases any and all claims that Contractor may have against County as a result of entering into this agreement and specifically related to any enforcement action(s) taken by CalPERS for a violation of the Public Employees' Pension Reform Act or Public Employees' Retirement Law. In connection therewith, Contractor waives any rights provided by California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**

**HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH  
IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED  
HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The parties agree to meet and confer in good faith regarding any necessary amendments to this Agreement in the event of any change to the law, regulations, or CalPERS guidance regarding performance of independent contractor services by retired annuitants, or any determination by CalPERS that the services provided hereunder do not qualify as independent contractor services that may be performed by a retired annuitant without restriction. If the parties cannot reach mutually satisfactory agreement on such amendments, either party may terminate this Agreement on thirty (30) days' notice.

**11. INDEMNIFICATION**

- A. Except as provided in Subsection (B), Contractor shall hold harmless, defend, and indemnify the County of Plumas, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Plumas) being damaged by the negligent acts, willful acts, or errors or omissions of Contractor, or any person employed by or under Contractor in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.
- B. Notwithstanding Subsection (A), if a claim or lawsuit is filed against Contractor arising from an official decision made by Contractor while acting in the capacity of Plumas County Hearing Officer, County agrees to defend and indemnify Contractor against, and will hold and save Contractor harmless from, any and all claims or liabilities that may be asserted arising out of or in connection with such official decision, to the same extent as if Contractor was a County employee, but nothing herein shall require County to indemnify Contractor for liability arising solely from their own negligence.

**12. INSURANCE**

Contractor shall procure and maintain liability insurance in the following form and amounts:

**Liability Insurance**

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. This requirement may be met through any combination of liability and excess insurance.

**Automobile Liability**

Automobile liability insurance is required with minimum limits for bodily injury and property damage in accordance with California state law.

Excess Liability

Excess liability coverage following the provisions of the Liability and Automobile Liability insurance referred to above, in the amount of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate for each annual policy period.

A certificate of insurance shall be provided to the County upon request.

**13. NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**14. GREEN PROCUREMENT POLICY**

Plumas County Purchasing Policy, Addendum No. 4, (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

**16. LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

**17. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**18. NON-EXCLUSIVE AGREEMENT.**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

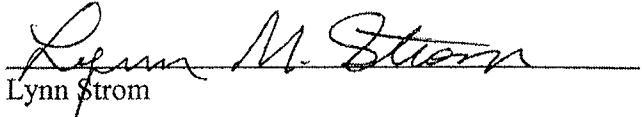
#### 19. **STANDARDS OF THE PROFESSION**

Contractor warrants and represents that they are an attorney at law having been admitted to practice before the courts of this state for at least five years. Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

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

**CONTRACTOR**

Date: 6-22-18

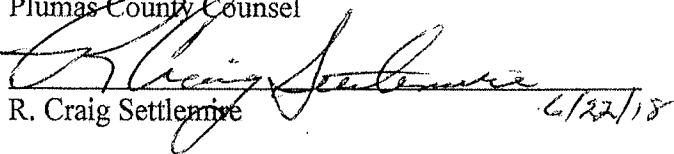
  
\_\_\_\_\_  
Lynn Strom

**COUNTY OF PLUMAS**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Jeff Engel, Chairperson  
Plumas County Board of Supervisors

Approved as to form by  
Plumas County Counsel

  
R. Craig Settlemire 6/22/18



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



4E

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

DATE: July 3, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Plumas County Community corrections Partnership Executive Committee –  
New member appointment recommendation.

### Recommendation

The Plumas County Community Corrections Partnership respectfully recommends that the Director of Behavioral Health, Tony Hobson, be appointed to the Executive Committee.

### Background and Discussion

Louise Steenkamp resigned from her position as Behavioral Health Interim Director therefore vacating her position on the CCP Executive Committee. Tony Hobson was appointed as the Director of Behavioral Health shortly thereafter.

At the CCP Executive Committee meeting on June 20, 2018, the Executive Committee voted unanimously to approve the appointment of Tony Hobson to the Executive Committee, therefore, the Executive Committee respectfully recommends the Board of Supervisors to appoint Tony Hobson as a member of the Community Corrections Partnership Executive Committee.

# PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION

## PCCDC Board of Commissioners and LPSCAA Governing Board

Lori Simpson, --Chair – PCCDC Commissioner & Plumas County Supervisor, District 4  
 Jeff Engel, --Vice Chair -- PCCDC Commissioner & Plumas County Supervisor, District 5  
 Sherrie Thrall, –PCCDC Commissioner & Plumas County Supervisor, District 3  
 Kevin Goss, PCCDC Commissioner & Plumas County Supervisor, District 2  
 VACANT, Tenant Commissioner  
 Addie Openshaw, Tenant Commissioner  
 Michael Sanchez, PCCDC Commissioner & Plumas County Supervisor, District 1

## LPSCAA Tripartite Board

<b>Lassen County Directors</b>	<b>Board Positions</b>
David Teeter – Lassen County Supervisor, District 2	Public
Barbara Longo	Public
Lynda Alberico	Low Income
Mae Sherman	Low Income
Kim Brown	Community
Connie Stovall	Community
<b>Plumas County Directors</b>	
VACANT	Public
Lori Simpson, Plumas County Supervisor, District 4	Public
Carla Barclay	Low Income
Odessie Welch	Low Income
Bob Darling, <i>Chair</i>	Community
VACANT	Community
<b>Sierra County Directors</b>	
Scott Schlefstein, Sierra County Supervisor, District 5	Public
VACANT	Public
Jessica Norman	Low Income
Allison Smith	Low Income
Vicki Barney, <i>Secretary</i>	Community
Nora Prince	Community

Revised 6-14/2018

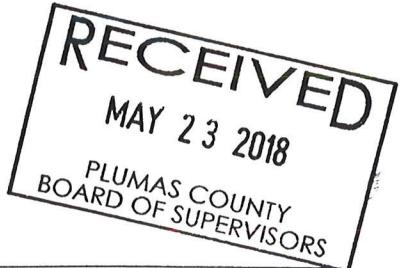
**CLAIM AGAINST THE COUNTY OF PLUMAS**  
(Pursuant to Government Code §910.4)

58

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

**MAIL TO:**

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



## CLAIMANT INFORMATION

1.	Name of Claimant: <u>Yulia Oleynikova</u>			
2.	Date of Birth: <u>10/14/1980</u>	3.	Gender (circle one): <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	
4.	Mailing Address of Claimant: <u>895 Burnett Ave #3, San Francisco</u>			
	Address	City	State <u>California</u> Zip <u>94131</u>	
5.	Mailing Address where notices are to be sent (if different than mailing address of claimant): <u>Same as above</u>			
	Address	City	State	Zip
6.	Telephone Number of Claimant: <u>(415) 745-0104</u>			

## INFORMATION ABOUT CLAIM

7. Incident Date: Month 11 Day 25 Year 2017

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
**Chester, CA, highway 36 near Best Western Hotel**

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):  
**See Exhibit A attached**

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:  
**See Exhibit A attached**

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

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

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

Joseph Mennim, Ian James

### CLAIMS INVOLVING MOTOR VEHICLES

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

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

Name	Telephone Number		
Address	City	State	Zip
16. Policy Number: _____			
17. Are you the registered owner: <input type="checkbox"/> YES <input type="checkbox"/> NO			
18. Amount of deductible: \$ _____			
19. Make: _____	Model: _____	Year: _____	

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

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

Julia Oleynikova  
Signature

May 20, 2018  
Date

Yulia Oleynikova  
Printed Name of Person Completing Claim

On November 25, 2017, I, Yulia Oleynikova, was unlawfully and falsely arrested without probable cause as summarized further below. I was denied my civil liberties, and subjected to assault, battery, and false imprisonment by Plumas County Officers Joseph Mennim and Sgt. Ian James. Officers' actions caused me emotional and physical harm through the use of excessive force, fear, and intimidation. Officers made me fear for my life many times throughout the incident.

- Upon approach and throughout the incident, officers failed to identify themselves and disclose reasons for assaulting and arresting me while I was lawfully and willingly sitting down for a private and personal moment, away from any traffic or public. Also, I was not causing, nor did I intend to cause harm to anyone, including myself. In the absence of any identifying information from the officers at the time, I perceived them as two unidentified males physically approaching me with unknown intent.
- Officers proceeded to approach and assault me even after I provided my name (via presenting my DL), stated that I was fine and that I was taking a seat outside by my own choice and volition. Officers disregarded the fact that I never changed my seated position and/or made any sudden or unexpected movements while I was responding to their inquiry. Moreover, officers then proceeded to attack me physically, immobilize me, and assault me without cause by pulling me out of my seated position, smashing my head and torso into mud, pulling me into another seated position, and then smashing my face into mud again. Officers continued their assault and battery by holding me face down in the mud, while subjecting me to extreme amounts of piercing pain. Officers continued to ignore any of my questions and any of my pleas to stop hurting me. Officers ignored the fact that I remained still and paralyzed with intense fear caused by their aggression. Officers then proceeded by grabbing one of my wrists each and dragging my body up the hill. Officers' actions caused me to fear not only for my safety, but also for my life.
- Once officers dragged my shock-still body to a parked car, they continued to ignore my requests to identify themselves or state reasons for detaining me. Instead, officers continued dragging, pushing and shoving me into the car. No photographs or recordings were made at the scene of the incident.
- One of the officers drove me for an extended period of time in unidentified directions through pitch-black surroundings. He continued to refuse my requests to identify himself, to assist with handcuffs that were placed improperly and pierced through my skin. Officer's conduct caused severe panic, extreme physical pain, and made me fear for my life.
- In addition to physical harm, actions of the officers throughout the incident caused irreparable emotional damage that has been affecting my daily activities since, both in personal and professional lives.
- Furthermore, officer Mennim described many circumstances and events of the incident in a misleading, exaggerated, and often false way in his written report, at times offering demeaning assumptions, such as that a turn of my head signified a threat of an animal-like bite.
- Officers' actions show lack of respect for human dignity, human life, and civil liberties. Furthermore, officer's report demonstrates his general disregard for professional duties and lack of willingness to provide safety to the public.



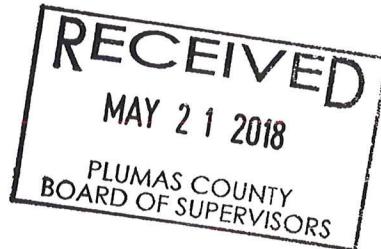
*Pacific Gas and  
Electric Company*

*Credit Operations P.O. Box 8329  
Stockton, CA 95208*

*5c*

May 18, 2018

Clerk of the Board  
520 MAIN ST, RM 309  
QUINCY, CA 95971



Subject: Damaged: PG&E Facilities  
Date of Loss: 3/16/2018  
Location: 70 BESKEEN LN, QUINCY,  
PG&E File No: **C20183670801**

Dear County of Plumas - Public Works Dept. Clerk of the Board,

In response to your correspondence dated 05/14/2018 for our invoice that was sent to you on **4/18/2018**, for repairs totaling **\$5,512.26**.

1. The claim fails to state the date, place or other circumstances of the occurrence, event, or transaction which gave rise to the claim being asserted. The date of loss was 03/16/2018 at 70 Beskeen Ln, Quincy, CA. County snow plow hit the pole with the plow and caused pole to break.
2. The claim fails to state the name(s) of the public employee(s) causing the injury, damage or loss if known. We do not have the name of the public employee.
3. The claim fails to state facts sufficient to constitute a claim against Plumas County. Photos included.

Please call me at 800-945-5251, Extension 37352, if you have any questions.

Sincerely,

Amanda Covello  
Claims Representative

# BOARD OF SUPERVISORS

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



## NOTICE OF INSUFFICIENCY

May 14, 2018

Pacific Gas & Electric Company  
P.O. Box 8329  
Stockton, CA 95208

RE: Equipment/Pole damage at 70 Beskeen Lane, Quincy, CA  
File No: E2183670801 – Date of Incident: March 16, 2018

*ADCT*

### **PLEASE TAKE NOTICE AS FOLLOWS:**

The claim you presented against Plumas County fails to comply substantially with the requirements of California Government Code Sections 910, 910.2 or 910.4 and will not be accepted for filing for the reasons checked below and, therefore, will not be considered on its merits by the County:

- [1] The claim fails to state a cause of action against the County.
- [2] The claim fails to state the name and mailing address of the claimant.
- [3] The claim fails to state the mailing address to which the person presenting the claim desires notices to be sent.
- [4] The claim fails to state the date, place or other circumstances of the occurrence, event, or transaction which gave rise to the claim being asserted.
- [5] The claim fails to state the name(s) of the public employee(s) causing the injury, damage or loss, if known.
- [6] The claim fails to state the amount claimed as of the date of presentation, the estimated amount of any prospective injury, damage or loss so far as known, or the basis of computation of the amount claimed.
- [7] The claim fails to state the date when the underlying lawsuit giving rise to the claim for indemnity was served.
- [8] The claim was not signed by the claimant or by some person on his/her behalf.
- [9] The claim fails to state facts sufficient to constitute a claim against Plumas County.
- [10] Other:

### **WARNING**

You may amend your claim and present it to the County of Plumas at any time before the expiration of six months/one year (six months if your claim is for death, bodily injury, damage to personal property, or loss to growing crops and occurred on or after January 1, 1998 / one year if your claim is for damage to real property) from the date of accrual of your cause of action or before final action on your claim is taken by the County of Plumas, whichever is later. See Government Code Sections 910.6 and 910.8. You may seek the advice of any attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

*Nancy DaForno*  
Nancy DaForno,  
Clerk of the Board of Supervisors

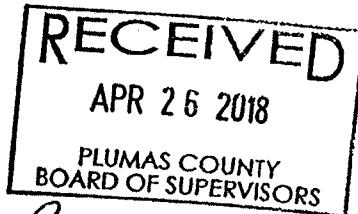
cc: Plumas County Counsel's Office  
Plumas Risk Management  
Trindel Insurance Fund

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

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: Pacific Gas & Electric Company

2. Date of Birth: \_\_\_\_\_ 3. Gender (circle one):  Male  Female

4. Mailing Address of Claimant: P.O. Box 8329 Stockton Co. 95208  
Address City State Zip

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

6. Telephone Number of Claimant: 800 945 5251

INFORMATION ABOUT CLAIM

7. Incident Date: Month 3 Day 16 Year 18

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel): 70 Beekin Lane Quincy, CA.

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page): Equipment / Pole damage

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 5,518.26

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

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

#### CLAIMS INVOLVING MOTOR VEHICLES

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

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

Name	Telephone Number		
Address	City	State	Zip
16. Policy Number:			
17. Are you the registered owner: <input type="checkbox"/> YES <input type="checkbox"/> NO			
18. Amount of deductible: \$ _____			
19. Make: _____	Model: _____	Year: _____	

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

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

Maria Turner  
Signature

4/20/18  
Date

Printed Name of Person Completing Claim



SEE OUR PROGRESS AT [PGANDE.COM](http://PGANDE.COM)

99950007724725200005512260000551226

Invoice Number	Invoice Date	Amount Due	Amount Enclosed
0007724725 -2	04/18/2018	\$ 5,512.26	

Clerk of the Board  
County of Plumas - Public Works  
520 Main Street, Room 309  
Quincy CA 95971

PG&E  
Box 997300  
Sacramento, CA  
95899-7300

*Please return this portion with your payment. Thank you.*

When Making Inquiries or Address Changes,  
Please Contact :

Customer Number  
2071938

Non-Energy Collection Unit  
P.O. Box 8329  
Stockton CA 95208-0329  
(800) 945-5231

Invoice Number  
0007724725 -2

Equipment/Pole @ 70 Beskeen Lane Quincy DOI: 3/16/2018

Description	Quantity	Unit Factor	Amount
Reference Number: E2183670801			
CREDIT FOR JOINT POLE INTEREST (CAPITAL)	4,643	EA	4,643.00-
OTHER COSTS FOR REPAIR OF ELEC FAC-CAP	1	EA	3,447.91
MATERIAL FOR REPAIR OF ELEC FAC-CAPITAL	1	EA	901.56
LABOR TO REPAIR ELEC FACILITIES-CAPITAL	1	EA	5,805.79
<i>Line Item Subtotal</i>			5,512.26

AMOUNT NOW DUE \$ 5,512.26

NOTE: This invoice reflects current charges only.  
Any past due amounts will be billed separately.



05/23/2018

PACIFIC BELL TELEPHONE COMPANY, DBA AT&T CALIFORNIA  
ATTN: RISK MGMT  
1010 PINE 6W-P-02  
ST. LOUIS, MO. 63101

PLUMAS COUNTY OF  
BOARD OF SUPERVISORS  
520 W. MAIN STREET  
QUINCY, CA 95971

**Re: Demand and Claim for Damages**

Claim Number: PACB-CN-201803-0W-0159-TZH

PACIFIC BELL TELEPHONE COMPANY, DBA AT&T CALIFORNIA ("AT&T") hereby asserts this Demand and Claim for Damages (the "Demand") in the amount of \$5,638.97 as payment for damages that PLUMAS COUNTY OF caused to AT&T's property or assets located at POLE 2 BESKEEN LN., QUINCY, CA on or about 03/16/2018 (the "Incident"). Specifically, PLUMAS COUNTY OF, PLUMAS COUNTY SNOW REMOVAL TRUCK HIT JOINT POLE.

Below are the components of the payment for damages demanded by AT&T that resulted from the Incident. The Labor Cost includes but is not limited to, personnel, equipment, vehicles, and an allocation of general and administrative overhead.

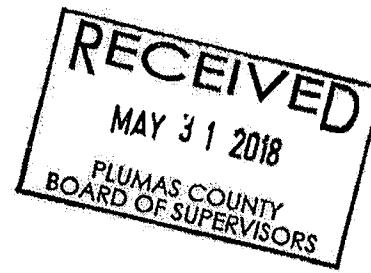
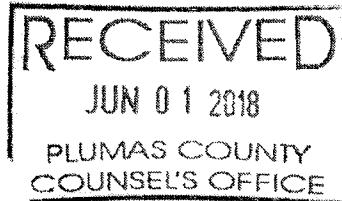
LABOR \$2,220.97

OTHER \$3,418.00

**TOTAL DAMAGES** **\$5,638.97** Breakdown of Demand and Claim for Damages Attached

PLUMAS COUNTY OF and AT&T agree that PLUMAS COUNTY OF's full and complete payment of this Demand (the "Payment") within 30 days of the date indicated above, and AT&T's receipt and acceptance of the Payment, constitutes a full and final settlement and mutual release with regard to any and all liability related to this Demand and the Incident (the "Release"). Nothing herein shall require AT&T to accept any payment that is less than the Demand, and AT&T's receipt and retention of any such partial payment, the Release notwithstanding, shall not preclude AT&T from seeking recovery of the remaining balance of the Demand. AT&T reserves the right to seek additional damages, attorneys' fees, and costs where and as permitted by law. This Release is governed by the Terms and Conditions on the reverse side of this page, which are incorporated in their entirety herein by reference.

If you or your insurance carrier wish to discuss this Demand, or if you wish to request more detailed information about it, including the components and calculation of AT&T's damages, you may contact AT&T by phone at 800-894-0374, email at RMSCEN@att.com, or fax at 800-363-3234.



## **TERMS AND CONDITIONS**

**These Terms and Conditions in their entirety are incorporated into, and are an essential part of, the Demand and Claim for Damages on the reverse side of this page. The terms "Incident," "Payment," and "Demand" as used herein are defined on the reverse side of this page, and such definitions are incorporated by reference into these Terms and Conditions.**

Upon PLUMAS COUNTY OF's Payment to PACIFIC BELL TELEPHONE COMPANY, DBA AT&T CALIFORNIA ("AT&T") and AT&T's receipt and acceptance thereof, PLUMAS COUNTY OF and AT&T agree to FULLY and FINALLY RELEASE each other as follows:

AT&T, for and on behalf of itself and its parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, and all of their respective officers, directors, employees, insurers, and assigns, on one hand, and PLUMAS COUNTY OF, for itself, himself, or herself and, as applicable, its, his, or her parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, officers, directors, employees, insurers, heirs, predecessors, successors, assigns, partners, contractors, and subcontractors (hereinafter collectively, "Damager"), on the other hand, do hereby FULLY and FINALLY RELEASE one another and covenant not to sue one another or make any further claim, whether known or unknown, in tort, contract, or pursuant to statute or regulation, or take any other form of legal action against the other, for any matter relating to, arising from, or in any way connected to the above-referenced Incident or Demand, as defined on the reverse side of this page. The above and foregoing notwithstanding, AT&T's retention of any partial payment less than the full and complete amount of the Demand shall not preclude AT&T from seeking recovery of the remaining balance of the Demand, plus additional damages, attorneys' fees, and costs where and as permitted by law.

Damager represents and warrants that it, he, or she has had a full opportunity to investigate AT&T's Demand, as well as the underlying Incident, and makes the Payment and agrees to and accepts these Terms and Conditions, including, but not limited to, the FULL and FINAL RELEASE above, at arms' length, relying solely on its own assessment of anything stated or not stated by AT&T related, directly or indirectly, to the Incident, the Payment, and/or the Demand, including, but not limited to, the categories of damages enumerated therein, the amount demanded for each category, the manner in which AT&T calculated the amount, or the elements included in those calculations. Damager understands that by entering into this RELEASE it waives the right to claim that the damages demanded by AT&T were improper, excessive, incorrectly calculated, or otherwise unlawful.

Damager represents and warrants that it, he, or she has had the opportunity to discuss these Terms and Conditions and the Demand on the reverse side of this page with an attorney or other competent advisor. Damager covenants and agrees that Damager's Payment, or any partial payment retained by AT&T, with no further action required or contemplated by Damager or AT&T, constitutes Damager's compromise, settlement, and FULL and FINAL RELEASE of any and all claims of liability related to the Incident, the Payment, and the Demand.



## Breakdown of Demand and Claim for Damages

Claim Number: PACB-CN-201803-0W-0159-TZH

### LABOR

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
AB	03/20/2018	4.00	126.6757241					\$506.70
AB	03/20/2018	4.50	126.6757241					\$570.04
AB	03/20/2018	3.50	126.6757241					\$443.36
MC	03/20/2018	4.00	175.2126260					\$700.87

**Labor Sub-Total** **\$2,220.97**

### OTHER

#### DESCRIPTION

DESCRIPTION	AMOUNT
ESTIMATED JOINT POLE CHARGES	\$3,418.00

**Other Sub-Total** **\$3,418.00**

**Total Demand and Claim for Damages** **\$5,638.97**



9796.001.000475.02.03.0000000 NNNNNNNY 001761.001761

**Claim # PACB-CN-201803-0W-0159-TZH**

**Remit Payment for Demand and Claim for Damages to:**