

## **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 AUGUST 21, 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)**

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

### **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) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Director of Public Health to sign Agreements between County of Plumas and Chico Research Foundation to provide services for senior citizens: Nutrition Services (IIIB-0412-19), not to exceed \$156,119; and Transportation Services (IIIC-045-19), not to exceed \$30,000; approved as to form by County Counsel
- 2) Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2018-2019, and authorize the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs

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

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Plumas-Sierra Rural Electric Cooperative Annual Meeting, September 8, 2018 at 73233 State Route 70, west of Portola)

## 2. **DEPARTMENTAL MATTERS**

### A) **SHERIFF** – Greg Hagwood

Approve and authorize the Sheriff to sign contract between County of Plumas and Biometrics4All; and authorize the purchase of fixed assets prior to adoption of the FY 2018-2019 budget (two new live scan fingerprint devices totaling \$49,461); and authorize the Auditor/Controller to pay invoices; approved as to form by County Counsel; discussion and possible action

### B) **FACILITY SERVICES/AIRPORTS** – Kevin Correia

Approve and authorize the Chair to sign Repair-Construction Agreement between County of Plumas and MSI Fuel Management, Inc., not to exceed \$49,611.38, for the purchase of fixed assets prior to adoption of the FY 2018-2019 budget (QT POD M4000 fuel dispensing car lock system for all three Plumas County Airports); approved as to form by County Counsel

### C) **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** to amend the Plumas County Job Classification Plan for Chief Deputy Public Guardian/Conservator, Range 2397, Department 20430; and authorize the Department of Social Services to recruit and fill the 1.0 FTE allocated position. **Roll call vote**

### D) **PUBLIC WORKS** – Robert Perreault

Authorize Public Works to award a bid to the lowest responsible bidder, not to exceed \$40,500, to be determined on August 16, 2018 for furnishing aggregate base materials at the source for use on Seneca Road, CR 306; discussion and possible action

## 3. **BOARD OF SUPERVISORS**

A. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Neal M. Caiazzo, Social Services Director/Public Guardian/Public Conservator (\$84,157 annually); approved as to form by County Counsel; discussion and possible action

B. Ratify Lease Agreement for Office Space between County of Plumas and Sierra Butte Trails Stewardship for lease of the old Plumas Corporation building located at 560 Crescent St., Quincy; approved as to form by County Counsel; discussion and possible action

C. Discussion, possible action and/or direction to the Treasurer/Tax Collector regarding an audit of the Transient Occupancy Tax (TOT)

D. Approve and authorize the Chair to sign letter in support of the Secretaries of the U.S. Department of Agriculture and the Department of Interior's efforts in managing federal property to prevent catastrophic wildfires; discussion and possible action

E. Correspondence

F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

G. Appointments

### **INTEGRATED WASTE MANAGEMENT TASK FORCE**

Appoint Terry Swofford to the Integrated Waste Management Task Force to fill a vacancy

1:00 P.M. **AFTERNOON SESSION**

**4. BOARD OF SUPERVISORS**

Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget; discussion and possible action regarding various county departments and programs

**5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Chief Probation Officer
- B. Conference with Legal Counsel: Existing litigation - “Adler, et al., Petitioners v. County of Plumas, et al., Respondents, and Genesee Valley Ranch, LLC, et al., Real Parties in Interest,” Plumas Superior Court Case No. CV17-00152
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009, Court of Appeal Third Appellate District Case No. C082315
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (two cases)
- 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, September 4, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



1A1

# 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:** July 25, 2018

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 14, 2018

**Recommendation:** Approve Agreements between Plumas County Public Health Agency (PCPHA) and Chico Research Foundation to provide Nutrition Services (IIIB-0412-19) and Transportation Services (IIIC-045-19) to the senior citizens of Plumas County for FY 2018-2019, and authorize the Director of Public Health to sign as the Board's designee. These Agreements have been reviewed and approved by County Counsel.

**Background and Discussion:** As the Board is aware; Plumas County Public Health Agency has received funding from The Chico Research Foundation on behalf of its program, Area Agency Aging, for the purpose of providing nutritious meals and transportation services to seniors.

Plumas County's Senior Transportation Program consists of providing transportation for seniors who require help in going from one location to another, with primary focus on transportation to and from nutrition sites, for medical appointments and shopping. The term of Subcontract Agreement #IIIB-0412-19 is from July 1, 2018 through June 30, 2019 and is in the amount of \$30,000.00.

Plumas County's Senior Nutrition Program consists of congregate meals at four nutrition sites throughout Plumas County and nutrition education programs that promote increased awareness and understandings of the role of nutrition in overall health. The term of Subcontract Agreement #IIIC-045-19 is from July 1, 2018 through June 30, 2019 and is in the amount of \$156,119.00.

Please feel free to contact me should you have any questions or need additional information. Thank you.

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1A2

## 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:** August 7, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Consent Item for August 14, 2018

**Recommendation:** Approve submission of the California Children's Services and Child Health and Disability Prevention Plans for FY 2018-2019, and direct the Chair to sign the Certification Statements for the California Children's Services and Child Health and Disability Prevention Programs.

**Background and Discussion:** As the Board may recall, Child Health and Disability Prevention (CHDP) is a California Department of Health Services program designed to provide routine health exams, immunizations and health education to children from low and moderate income families. Through this program, Plumas County Public Health Agency provides outreach to eligible families and children, coordination with local health care providers, education and training of medical providers regarding treatment protocols, coordination with other County agencies, and follow-up and referral of children with identified medical conditions. Additional funds provide for a nurse to work with Foster Care Agencies, Social Services, Probation Department, and to coordinate health care for children in foster care. The California Children's Services (CCS) Program provides diagnostic screening, medical treatment, and nurse case management for sixty to eighty families needing access to special services for medically fragile infants, or children, and assistance with travel and housing for those who must go out of county to access specialized medical care.

In order to continue to receive State and Federal funds for the CCS and CHDP programs, the Chair of the Board of Supervisors is required to certify program compliance with Federal and State laws and regulations related to the Health and Safety Code, Welfare and Institutions Code, Children's Medical Services Plan and Fiscal Guidelines Manual, and Title V and XIX of the Social Security Act. This must be done on an annual basis as the certification is valid for one year. The last certifications were signed following Board of Supervisors approval on September 5, 2017.

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

# BOARD OF SUPERVISORS

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



August 21, 2018

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

Attention: Permits Engineer

**Subject:      Encroachment Permit Request**  
**PLUMAS-SIERRA RURAL ELECTRIC CO-OP**  
Plumas-Sierra Rural Electric Cooperative Annual Meeting, September 8,  
2018 at 73233 State Route 70, west of Portola

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

Sincerely,


Jeff Engel, Chair

Cc:    Plumas County Director of Public Works



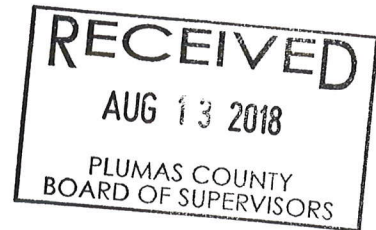


73233 State Route 70 • Portola, CA 96122  
(800) 555-2207 • (530) 832-4261 • Fax (530) 832-5761  
[www.psrec.coop](http://www.psrec.coop)

Your Touchstone Energy® Cooperative   
The power of human connections®

August 9, 2018

Plumas County Board of Supervisors  
520 Main St Room 309  
Quincy, CA 95971



RE: PSREC Annual Meeting

To Whom It May Concern:

*2018 JD*

I am writing concerning the Plumas-Sierra Rural Electric Cooperatives Annual Meeting scheduled for September 8, 2017 at 73233 State Route 70, just west of Portola. We are expecting approximately 1100 guests to attend the meeting. We have sent letters requesting support from the Highway Patrol and Sherriff's office if needed. A letter of support that I can include with the Cal Trans encroachment permit would be greatly appreciated.

Please don't hesitate to call if you need more information or have any questions.

Sincerely,

Jason Harston  
Engineering Manager  
73233 State Route 70  
Portola, CA 96122  
[jharston@psrec.coop](mailto:jharston@psrec.coop)





GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

JA

## Memorandum

**DATE:** August 6, 2018  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**SUBJECT:** Agenda Item for the meeting of August 21, 2018

### Recommended Action:

Review and authorize the Sheriff to sign a contract with Biometrics4All for the purchase of two new live scan fingerprint devices.

Approve the fixed asset purchase of these devices not to exceed the amounts of \$25,000.00 from dept 70331 – AB443 and \$24,461.00 from dept 20237 – DNA Penalty.

Authorize the auditor to pay invoices related to these fixed asset purchases.

### Background and Discussion:

The Sheriff's Office uses live scan devices to take fingerprints from arrestees, job applicants, CCW permit applicants, and as a public service to variety of other individuals as needed or requested. Arrestees are fingerprinted at the Correctional Facility and when required, DNA is collected from arrestees using the live scan device. Public service fingerprinting is performed at the main office. Currently the live scan device at the Jail has become outdated and is no longer supported by the vendor it was purchased from. The device located at the main office will shift to the unsupported status within a year. This necessitates an upgrade of both devices as a failure will severely impact operations.

After considerable review of available products for these replacements, our staff determined that Biometrics4All was the best fit in terms of price, features, State DOJ comments on reliability and service, and finally, compatibility with existing software systems essential for seamless operations. Biometrics4All extended pricing derived from a competitively bid process undertaken by the State of New York to Plumas County. The purchasing power of such a large entity and the availability of using their bid contract for this purchase saved over \$8,000.00 off our initial quote.

The funding for this equipment comes from the Sheriff's AB443 budget and the DNA Penalty fund.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

7B

Kevin Correia  
Director

Board Meeting: August 21, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve new fuel dispensing card lock system up-grade for all three Airports due to the older models being discontinued. Cost for this project will be \$49,611.38 provided Quote is accepted by September 1, 2018

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### Background

The three County airports are currently using the QT POD M3000 fuel delivery card lock system which was discontinued in 2017 and as of June 30, 2019 these pieces of equipment will be completely obsolete. Currently the company is offering an exchange/buy back which is set to expire on Sept 1, 2018 of \$3,495.00 for each dispenser for a total savings of \$10,485.00. The new models are the QT POD M4000.

### Recommendation

Approve Quote from MSI fuel management, inc. for the M4000 QT POD upgrade and Installation for all three Plumas county Airports at a total cost of \$49,611.38 with the acceptance of the current Quote before September 1, 2018 to take advantage of the exchange/buy-back incentive of \$10,485.00.

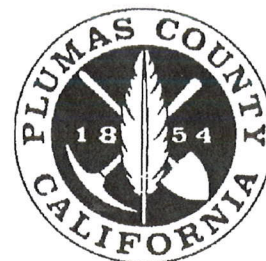
2C

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



**DATE:** August 13, 2018

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
AUGUST 17, 2018.

**RE: ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY JOB  
CLASSIFICATION PLAN FOR CHIEF DEPUTY PUBLIC  
GUARDIAN/CONSERVATOR, RANGE 2397 DEPARTMENT 20430**

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

Approve Resolution to amend Plumas County's classification plan revising Social Services Chief Deputy Public Guardian/Conservator job description.

Authorize Social Services request to recruit and fill allocated 1 FTE Chief Deputy Public Guardian/Conservator, range – 2397.

### **BACKGROUND AND DISCUSSIONS**

Plumas County's Social Services Department requested a classification and wage review to update the department's job classifications as part of the re-organization of their department. The last phase of updating job classifications is to revise the position of Chief Deputy Public Guardian/Conservator.

Although we previously met our meet and confer obligation for the updated position of Chief Deputy Public Guardian/Conservation, there were concerns regarding the qualifications for the position. The concern was that the position over-emphasized social work and not legal procedures. Additionally, the position description emphasized adult protection series functions instead of highlighting the public Guardian functions for this position. The discussions included the potential burden on the County Counsel's office due to the lack of legal expertise emphasized in the qualifications needed for the position.

I met with both the Social Services Director and County Council to discuss their concerns regarding the qualifications for this position, conducted additional research, and updated the attached job description to expand on the qualifications for this position. Specifically, I have updated the Training and Experience section (Page 4) of this previously drafted job description.



I have added Option Three to the training and experience needed to qualify:

**“Option Three:**

*Successful completion of a paralegal curriculum approved by the American Bar Association or Graduation from Law School, **AND***

*One year experience providing social casework or conservator casework.*

***Note:** Additional \*qualifying experience may be substituted for the required education on a month-for-month basis.*

*\*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.”*

The previously approved job description did not include the option for paralegal education coupled with the experience of social or conservator work. This position will be responsible for the bulk of the work by the Public Guardian’s office. A strong emphasis on knowledge and experience relating to the law and court process will be needed. I am recommending the entry wage range equivalent to a Social Worker III, range of \$23.97 per hour.

The qualifications for this position have been researched, the job description revised, and has been approved by Operating Engineers Local #3 meeting the meet and confer obligation. The Chief Deputy Public Guardian/Conservator position has been vacant for over a year while it has been under review. In anticipation of adopting the resolution, I am requesting to recruit and fill this position immediately.

Thank you for considering this request.

Attached Exhibits:

- Current and updated Chief Deputy Public Guardian/Conservator job descriptions
- Five year cost projections
- Social Services Organizational Chart

RESOLUTION NO. 2018-\_\_\_\_\_

**RESOLUTION TO AMEND FISCAL YEAR 2018-2019 JOB CLASSIFICATION PLAN  
FOR CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR DEPARTMENT #20430**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2018/2019 Job Classification Plan covering all positions in the County service; and

**WHEREAS**, this position is necessary in the daily operational needs Public Guardian Fund #20430; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2018-2019 Job Classification Plan for Chief Deputy Public Guardian/Conservator position, range 2397 Fund #20430; and

**WHEREAS**, Plumas County has met the meet and confer obligations for this position with Operating Engineers Local #3; and

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

Approve the amendments to the Fiscal Year 2018/2019 Job Classification Plan for the following position:

**Public Guardian Fund #20430**

Chief Deputy Public Guardian/Conservator, range - 2397

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 21st day of August, 2018 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Clerk, Board of Supervisors

## **CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR**

### **DEFINITION**

Under general supervision, to provide Public Guardian/Conservator services in the County Social Services Department; to perform a variety of administrative and support assignments in guarding the assets and protecting the health of people placed as conservatees under the Public Conservators Office; to carry out Public Guardian functions for persons who come under the jurisdiction of the County; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized classification responsible for assisting with and carrying out the day-to-day operations of the Public Guardian/Conservator Office. Performance of responsibilities requires in-depth knowledge of the full scope of Public Guardian/Conservator Office functions and responsibilities.

### **REPORTS TO**

Social Services Director/Public Guardian/Public Conservator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Deputy Public Guardian/Conservator I and II.



## **CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 2**

### **EXAMPLES OF DUTIES**

- Assists with planning, organizing, coordinating, and overseeing Public Guardian/Conservator functions; reviews court documents and determines course of action to fulfill assigned responsibilities.
- Ensures that court mandates are achieved.
- Prepares and files appropriate Court papers.
- Investigates conservatorship referrals and determines the type of conservatorship needed, as well as the availability of other conservators.
- Completes forms and carries out processes for State and County aid programs.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance for clients.
- Maintains telephone contact with relatives and friends of clients.
- Works with County Counsel legal staff regarding issues related to the services provided by Guardian/Conservator.
- Makes Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of clients.
- Attends multi-disciplinary meetings required to resolve case problems.
- Insures that clients receive available funds.
- Sets up and conducts auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Transports conservatees to appointments.
- Makes quarterly visits to conservatees.
- Develops and maintains a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- Performs on-call duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

## **CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Functions and responsibilities of the County Guardian/Conservator Office.
- Rules, laws, and regulations governing the functions of the County Guardian/Conservator function.
- Court documents and legal procedures related to the operation of the County Guardian/Conservator Office.
- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.
- Principles of supervision, training, and work evaluation.

#### **Ability to:**

- Perform and carry out a variety of the functions of the County Public Guardian/Conservator Office.
- Supervise, train, and evaluate assigned staff.
- Analyze case problems and develop appropriate courses of action to meet client needs and requirements.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to Public Guardian/Conservator functions.
- Review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator in contacts with the court system, clients, service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

## CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 4

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

Two (2) years of progressively responsible work experience in working with and carrying out the responsibilities of a public guardian/conservator office or working as private conservator.

Advanced in social or behavioral science, public administration, or business administration is highly desirable. Twelve Semester units in an appropriate field may be substituted for one (1) year of the required experience.

**Special Requirement:** Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

**CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR**

**DEFINITION**

Under supervision, provides Public Guardian/Conservator services in the County Social Services Department; performs a variety of administrative and support duties in protecting the assets and health of people adjudicated as conservatees under the Public Conservators Office; carries out Public Guardian functions for persons who come under the jurisdiction of the County such as investigating the medical, psychological, financial and social background of persons referred for Conservatorship; provides ongoing case management services and does related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a specialized classification that is part of the Adult Protective Services (APS) services team. This classification is responsible for carrying out day-to-day activities that preserve the health, safety and well-being of conservatees who are under the jurisdiction of the County Public Guardian/Conservator and those persons accepted by referral for Representative Payee services. Performance of responsibilities requires knowledge of and the ability to learn complex legal, financial, and social services casework functions and responsibilities.

**REPORTS TO**

Social Services Director/Public Guardian/Public Conservator and Social Services Adult Services Unit Supervisor

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Deputy Public Guardian/Conservator I and II

## **CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 2**

### **EXAMPLES OF DUTIES**

- Plans, organizes, coordinates, and oversees Public Guardian/Conservator functions; reviews court documents and determines course of action to fulfill assigned responsibilities.
- Ensures that court mandates are achieved.
- Prepares and files appropriate Court documents.
- Investigates conservatorship referrals and determines the type of conservatorship needed, as well as the availability of other conservatorship options such as relatives.
- Completes forms and carries out processes for State and County aid programs.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance of clients.
- Maintains telephone contact with relatives and friends of clients.
- Works with County Counsel staff regarding legal matters related to the services provided by Guardian/Conservator.
- Makes Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of conservatees.
- Attends multi-disciplinary meetings as necessary to coordinate case management services and to resolve case problems.
- Insures that conservatees and other customers receive available funds in a timely manner.
- Arranges for and conducts auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Arranges for and/or transports conservatees to appointments.
- Makes quarterly visits to conservatees or as necessary.
- Assists in performing investigations of Elder and Dependent Adult abuse or neglect when it is determined based upon the information in the initial referral that the Elder or Dependent Adult may be in need of a Conservator.
- Take reports of Elder and Dependent Adult abuse or neglect from the public and community agencies and assist in determining the most appropriate course of action and / or referrals to community agencies.
- Develops and maintains a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- Performs on-call duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

*Last Revised: 11/1999*

## **CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 3**

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside of the office; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Functions and responsibilities of the County Public Guardian/Conservator.
- Rules, laws, and regulations governing the functions of the County Public Guardian/Conservator function.
- Court documents and legal procedures related to the operation of the County Public Guardian/Conservator.
- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.

#### **Ability to:**

- Perform and carry out a variety of the functions of the County Public Guardian/Conservator.
- Analyze case problems and develop appropriate courses of action to meet client needs and requirements.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to Public Guardian/Conservator functions.
- Review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator in contacts with the court system, clients, service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.



## CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 4

### **Training and Experience:**

Qualifications needed for this position:

#### **Option One:**

Completion of 24 semester units with emphasis in business or public administration, financial management and/or investment, social work/welfare, behavioral science, or a related field, **AND**

Four years of experience in estate, financial or budgetary management, estate investigation work or providing case worker service to incompetent, disabled or needy persons.

#### **Option Two:**

A Bachelor's Degree from an accredited college with a major in social work, social welfare, human services, public administration, or business administration, **AND**

Two years' experience performing social casework or conservator case work.

#### **Option Three:**

Successful completion of a paralegal curriculum approved by the American Bar Association or Graduation from Law School, **AND**

One year experience providing social casework or conservator casework.

**Note:** Additional \*qualifying experience may be substituted for the required education on a month-for-month basis.

*\*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.*

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required. Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code, section 11105.3 of the California Penal Code, and the ability to be bonded.

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

*Last Revised: 11/1999*

**MISC PERS**

Chief Deputy Public Guardian/Conservator

Step A  
FY 18/19

Step B  
FY 19/20

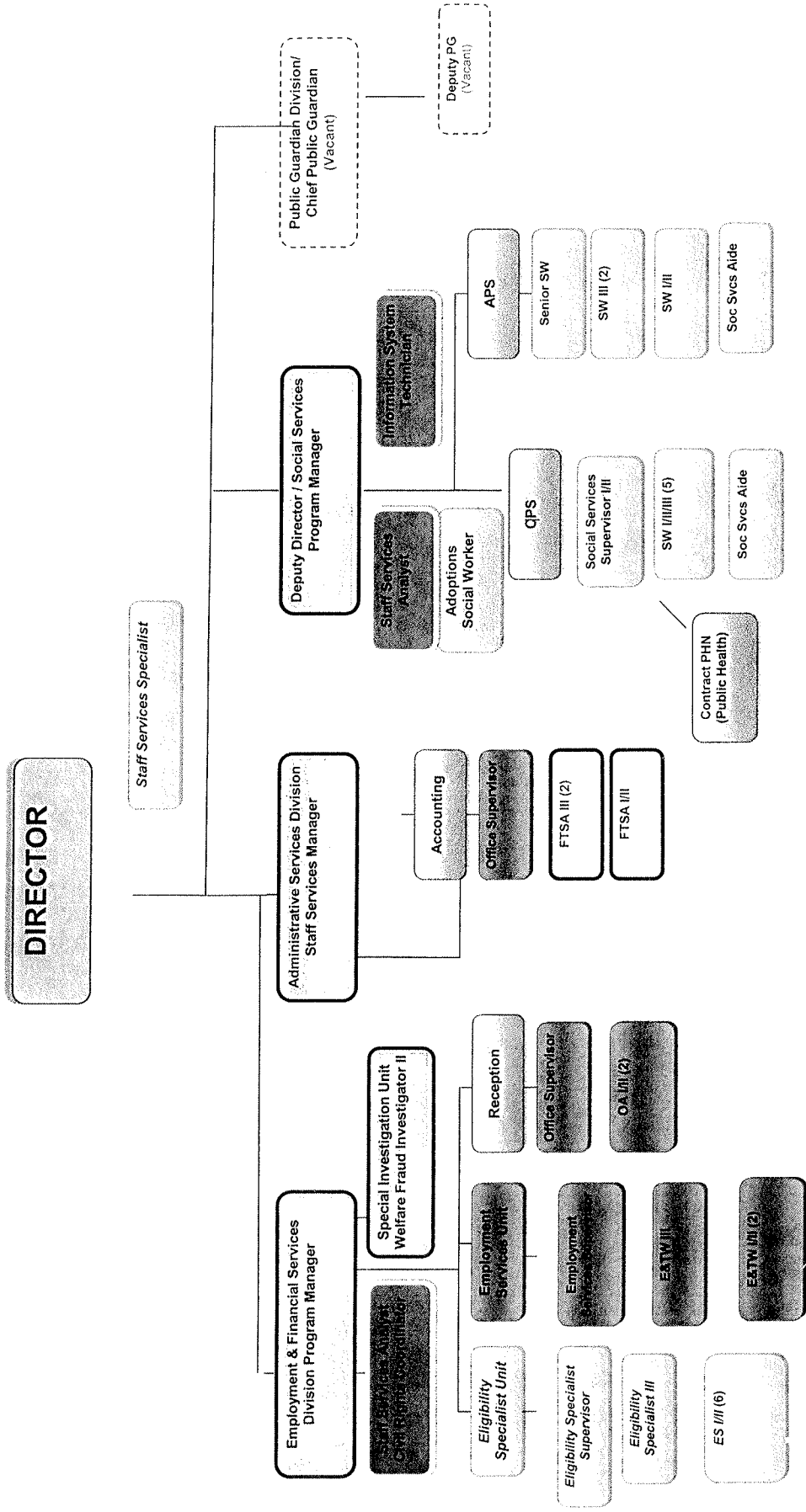
Step C  
FY 20/21

Step D  
FY 22/22

Step E  
FY 22/23

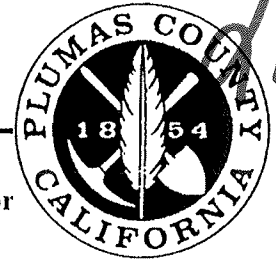
	Current					
<b>Old range \$17.80</b>	\$ 37,024.00	\$ 38,875.00	\$ 40,830.00	\$ 42,890.00	\$ 45,053.00	
Retirement	\$ 8,367.42	\$ 9,835.38	\$ 11,187.42	\$ 12,523.88	\$ 13,335.69	
FICA / Medicare	\$ 2,832.34	\$ 2,973.94	\$ 3,123.50	\$ 3,281.09	\$ 3,446.55	
<b>Total</b>	\$ 48,223.76	\$ 51,684.31	\$ 55,140.92	\$ 58,694.97	\$ 61,835.24	
<b>Proposed Increase \$23.97</b>	\$ 49,858.00	\$ 52,354.00	\$ 54,974.00	\$ 57,741.00	\$ 60,632.00	
Retirement	\$ 11,267.91	\$ 13,245.56	\$ 15,062.88	\$ 16,860.37	\$ 17,947.07	
FICA/Medicare	\$ 3,814.14	\$ 4,005.08	\$ 4,205.51	\$ 4,417.19	\$ 4,417.19	
<b>Total</b>	\$ 64,940.05	\$ 69,604.64	\$ 74,242.39	\$ 79,018.56	\$ 82,996.26	
Five Year Differential	\$ (16,716.29)	\$ (17,920.33)	\$ (19,101.47)	\$ (20,323.59)	\$ (21,161.02)	
Five year increase to Personnel Budget	\$ (95,222.70)					

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



## AGENDA REQUEST

for the August 21, 2018 Meeting of the Plumas County Board of Supervisors

Date: August 13, 2018

To: *[Signature]* Honorable Board of Supervisors

*[Signature]*  
Assistant Director

From: Robert Perreault, Director of Public Works

Subject: Authorize award of the bid to the lowest responsible bidder of bids received on August 16, 2018, for furnishing aggregate base materials at the source for pick up by County maintenance crews for use on Seneca Road, CR 306 for a not to exceed amount of \$40,500.00.

## Background:

The Plumas County Department of Public Works has been working on drainage and surfacing improvements in cooperation with the Plumas National Forest south of Lake Almanor on Seneca Road, p.m. 2.1 - 3.2 within areas that were severely burned over by wildland fires in the recent past. The work is part of a Cooperative Agreement with Plumas National Forest to complete an estimated \$211,000 in improvements to prevent erosion and siltation in the drainages along Seneca Road within the burned over areas. Previously the County completed drainage analysis and culvert design by consultant and construction of eight culverts to relieve ditch flows and to minimize erosion on the mountainous roadway.

The Department published a request for bids (RFB) on August 1, 2018 for the purchase of a minimum of 2800 tons to maximum of 3000 tons with County forces picking up the material at the source.

The Department will present the summary of bids and give its recommendation for award of a contract at the Board of Supervisor's meeting on August 21.

The aggregate base will be transported and placed on Seneca Road during September 2018. The work is estimated to take three weeks to complete. The project is currently budgeted the Department's FY 18/19 construction projects' budget under Reimbursable Work Order #R6001.

## Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase order to the lowest qualified bidder in an amount not-to-exceed \$40,500.00, for furnishing the aggregate base materials at the source for County crews to pick up for the Upper Seneca Road project, #R6001.

## EMPLOYMENT AGREEMENT

34

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and NEAL M. CAIAZZO, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY of Plumas in the capacity of Social Services Director – Public Guardian – Public Conservator.

The parties agree as follows:

### 1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Social Services Director – Public Guardian – Public Conservator, and other duties as may be assigned. A copy of the Plumas County Social Services Director – Public Guardian – Public Conservator job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrator (CA), or in the absence of the CA, the Chairperson of the Board of Supervisors, of any outside employment. Location of principle place of work is the Plumas County Social Services Director – Public Guardian – Public Conservator offices located in Quincy, California.

### 2. TERM

CONTRACT EMPLOYEE shall be retained as the Social Services Director – Public Guardian – Public Conservator, effective August 21, 2018, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

### 3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-

weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrator (CA).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning August 21, 2018, CONTRACT EMPLOYEE shall be paid at the annual salary rate of Eighty Four Thousand One Hundred Fifty-Seven and No/100 Dollars (\$84,157.00) per year (or \$7,013.07 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Social Services Director – Public Guardian – Public Conservator. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

#### 5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct a six (6) month review from effective date and annual performance evaluations thereafter of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

#### 6. BENEFITS



Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPR member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrator (CA). If the office of CA is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on August 21, 2018, (the "Effective Date") if approved by both parties.

21. SIGNATURES

**COUNTY:**

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

**CONTRACT EMPLOYEE:**

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

\_\_\_\_\_  
NEAL M. CAIAZZO  
"Contract Employee"

Dated: \_\_\_\_\_

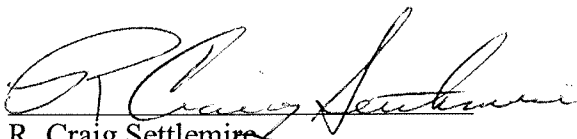
Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Nancy DaForno,  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
R. Craig Settlemire  
Plumas County Counsel

Dated: 8/15/2018

**SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/  
PUBLIC CONSERVATOR**

**DEFINITION**

Under administrative direction, to plan, organize, manage, direct and supervise the activities, programs and services of the County Social Services Department and Public Guardian/Conservator functions including public assistance, social services, and the guarding and protecting of assets and health of persons placed under County conservatorship and guardianship; to be responsible for fiscal management, personnel management, program planning and evaluation, and public and political relations related to assigned responsibilities; to represent Department activities, programs, and services with community organizations and other government agencies; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a Department Head position with general responsibility for the administration of a major area of County Government under the direction of the Board of Supervisors. The position has responsibility for the County Social Services Department, as well as Public Conservator/Guardian functions.

**REPORTS TO**

Board of Supervisors

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Deputy Director/Social Services Program Manager, Employment & Financial Services Division Program Manager, Administrative Services Division Staff Services Manager, Public Guardian

Department Fiscal Officer, Assistant Public Guardian/Conservator, Eligibility Supervisor, Employment and Training Supervisor, Social Service Supervisor, Welfare Fraud Investigator I & II, and office support staff.

## **SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 2**

### **EXAMPLES OF DUTIES**

- Plans, organizes, directs, coordinates, and administers the programs, activities, and services of the County Department of Social Services and Public Conservator/Guardian functions
- Has responsibility for enforcement of eligibility laws and regulations.
- Develops and recommends Department goals, objectives and policies.
- Prepares and administers the Department budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules and the Interagency Merit System.
- Counsels Department staff as warranted by problems and circumstances.
- Oversees Department social service program planning and evaluation.
- Directs the gathering of statistical information and the preparation of a variety of Department reports.
- Represents the Department with community organizations and other government jurisdictions.
- Serves as the Department advocate.
- Deals with the most sensitive public complaints and issues.
- Provides expertise on social services problems and issues for other County management staff and elected officials.
- Performs a broad range of administrative and management duties.
- Meets with other Department Heads to resolve problems, establish procedures and coordinate efforts.
- Coordinates Department policies, regulations, interpretations, and procedures with appropriate State agencies.
- Serves as a media liaison concerning social policy issues.
- Plans service delivery methods and procedures on long and short term basis.
- Performs Public Guardian/Conservator functions as necessary.
- Meets with State staff regarding reviews and preparation of corresponding correction plans.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.



## **SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Human service problems and issues and their relationship to the development and delivery of human service programs and services.
- Federal, State and County laws and regulations applicable to the delivery of social services, eligibility for public assistance, and the programs and services of the County Social Service Department.
- Federal, State and County laws and regulations applicable to County Conservator/Guardian function.
- Court documents and legal procedures applicable to the functions of the County Conservator/Guardian Office.
- Local, state, and national human and social services policies, functions, and systems.
- Principles, techniques, and practices of effective business and social service administration.
- Budget development and expenditure control.
- Public personnel management.
- Principles and techniques of effective employee management, supervision, training, and development.

#### **Ability to:**

- Plan, organize, direct, manage, and coordinate the functions and programs of the County Social Service Department and Public Conservator/Guardian functions.
- Develop, negotiate, and monitor contracts.
- Provide direction, supervision, and training for Department staff.
- Perform Public Guardian/Conservator functions.
- Develop a budget and control expenditures.
- Analyze, interpret, and explain a variety of social service rules, policies, regulations, and procedures.
- Review the work of Department staff and resolve problems.
- Prepare, clear, concise and accurate records and reports.
- Be responsible for the development, maintenance, and preparation of Department statistics, records, and reports.
- Communicate effectively, both orally and in writing.
- Coordinate Department services with community organizations and other government agencies.
- Interpret to the applicant, recipient, or others public social service program.
- Effectively represent the Social Service Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

Last Update 11/1995

## **SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 4**

### **Training and Experience:**

Qualifications needed for this position:

Master's degree from a graduate school of social work,

**AND**

Five (5) years of professional level experience in public or private agency social service program in a supervisory, administrative, executive or consulting capacity.

**OR**

Five (5) years of high level executive or administrative experience in which the person had demonstrated an ability to evaluate, administer and control varied types of programs requiring large expenditures of funds. A Master's degree in public administration, political science, anthropology, economics, psychology, or sociology may be substituted for the Master's degree in Social Work or an additional year of qualifying experience may be substituted for the graduate education requirement.

### **Special Requirements:**

Possession of a valid California Driver's License issued by the California Department of Motor Vehicles. The valid California Driver's License must be maintained throughout County employment.

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

3B

## LEASE AGREEMENT FOR OFFICE SPACE

This Lease agreement ("Lease"), entered into effective June 1, 2018, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and the Sierra Butte Trails Stewardship ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Quincy, California, County of Plumas, more particularly described on Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Parcel") and the office building located on that parcel commonly referred to as the Old Restaurant Building ("Building"); and

County wishes to lease to Tenant, and Tenant wishes to lease from County, under the terms and conditions of this Lease, approximately 7400 square feet of finished office space in the Building.

Therefore, the parties agree as follows:

1. The Premises. County hereby agrees to lease to Tenant, and Tenant hereby leases from County, that Building, as shown on Exhibit "A" attached hereto and made a part of this lease for description purposes (the "Premises"). The Building consists of 5,400 square footage of building and approximately 2,000 square footage of parking and is located at the address of 560 Crescent St, Quincy, CA 95971.
  - a. The Premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements in, or provide any tenant improvement allowance for, the Premises.
  - b. Tenant has the right at all times during the term of this Lease to the nonexclusive use of the main lobby of the Building, common corridors and hallways, stairwells, restrooms, and other public or common areas located on the Parcel.
  - c. Tenant shall not have the right during the term of this Lease to the use of the pilot's lounge on the second floor of the building.
  - d. County warrants that Premises are suitable for use as office space and that Premises are in compliance with applicable building codes and other laws and regulations governing use of the Premises as office space. County shall maintain Premises in compliance with applicable building codes requirements for the duration of this lease. Notwithstanding the foregoing, the County does not warrant that the Premises are in compliance with building codes and other laws and regulations governing new construction, but only such codes, laws, and regulations applicable to a building of its age.
2. Term. The term of this lease shall commence on the date of occupancy of the Premises by Tenant, and shall continue for a period of one (1) year thereafter, unless sooner terminated as provided in this Lease. This lease shall automatically renew annually for additional one-year terms (each such term a "Renewal Term") unless either party provides written notice of its election not to renew the lease to the other party as provided in Paragraph 6 at least thirty (30) calendar days prior to the expiration of the then-current term.

3. Rent. Tenant agrees to pay County a minimum monthly rent during the term of this Lease in the amount of \$289.83 per month, payable in arrears. Payments to be made by personal delivery or mailing by U.S. Mail to County's office.
4. Escalation of Minimum Monthly Rent. Upon completion of each year, the minimum monthly rent shall be automatically increased by an amount equal to two-and-a-half percent (2.5%) of the previous minimum monthly rental amount.
5. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To County at: Facilities Services  
County of Plumas 198 Andy's Way  
Quincy, CA 95971  
Attention: Director of Facilities

To Tenant at: Sierra Butte Trail Stewardship  
P.O. Box 26  
Graeagle, CA 96103  
Attention: Greg Williams

6. Parking. It is agreed that Tenant, its agents, servants, employees, customers, guests, and invitees, shall have the non-exclusive right to park without charge, throughout the original term of this lease and any renewal term.
7. Possession. County promises to place Tenant in peaceful possession of the Premises, and Tenant, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
8. Use. Tenant shall use the Premises as office space, and shall not use or permit the Premises to be used for any other purpose. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the Premises.
9. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, which may be necessary for the conduct of its business in the Premises. Without limiting the generality of the foregoing, and except for obligations that are the responsibility of the County as provided in Paragraph 1, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises by Tenant for the purposes leased hereunder. Tenant shall defend, indemnify, and hold County harmless from and against any claims, penalties, losses, damages, or expenses imposed by reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

10. Alterations by Tenant. Tenant agrees that Tenant will make no alterations to the Premises without the prior written consent of the County.
11. Hazards. Tenant shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by County's insurance policies.
- a. Tenant shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
  - b. Tenant shall not use any apparatus, machinery, or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
  - c. Tenant further agrees that Tenant will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of County.
  - d. Tenant shall not cause or permit any Hazardous Material, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the term of the Lease that relate to public health and safety and protection of the environment.
  - e. "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes: (i) any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); (ii) "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); (iii) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect); (iv) petroleum products; (v) radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; (vi) asbestos in any form or condition; and (vii) polychlorinated

biphenyls (PCBs) and substances or compounds containing PCBs.

12. Care of the Premises. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term.
13. Indemnification. County shall not be liable to Tenant or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on, or about the Premises and any improvement thereon, and Tenant shall indemnify and hold harmless County and its officers, agents, and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions, or negligence of Tenant, Tenant's officers, agents, contractors, permittees, or employees with respect to use of or Tenant's obligation to maintain the Premises and any improvements thereon, except for claims, liens, liability, expense, losses and judgments arising from the active negligence of County, its officers, agents, contractors, and employees. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify Tenant's indemnification obligations under this Lease.
14. County's Right to Inspect. Tenant agrees to permit County and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the County is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
15. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Tenant shall be and remain the property of Tenant, including Tenant's lighted sign, and County agrees that Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
16. Repairs and Maintenance. County agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 7, the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good condition, except that Tenant shall make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. Provided, however, if Tenant fails to make any such repairs or replacements promptly, County may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Tenant, and Tenant shall repay the cost of the repairs or replacements to County on

demand.

17. Utilities. Tenant agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Tenant's comfortable and reasonable use of the Premises.
18. Utility Interruption. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Tenant shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle County to be relieved from any of its obligations under this Lease, or grant Tenant the right of set-off or recoupment of rent, or be considered a breach by County, or entitle Tenant to any damages.
19. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by earthquake, fire, or other casualty, County shall have the option to either repair or terminate the Lease. County shall notify Tenant within thirty (30) days of the date of the damage whether County elects to repair or terminate the Lease. If County elects to terminate the Lease, the Lease shall be deemed terminated as of the date of damage. If County elects to repair, County shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at County's expense, to the condition in which the premises existed immediately prior to the damage or destruction. If the damage does not render the Premises unfit for the conduct of Tenant's business, there shall be no abatement of rent during the period of repair. If the damage renders the Premises, in whole or in part, unfit for the conduct of Tenant's business, and the damage was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, and provided that Tenant is not then in default under this Lease, Tenant shall be provided with a proportionate abatement of rent based on the rentable square footage of the Premises rendered unusable (due to physical damage to the Premises or the Building or the unavailability of access to the Premises).
20. Condemnation. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, (c) the conveyance of any interest in the Premises by the County or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn, and (d) the decision by the Board of Supervisors of the County to change the use of the Premises, Building, or Parcel in a way that is no longer compatible with Tenant's continued occupation of the Premises, including a decision to allow any County agency or department to occupy the Premises, in whole or in part. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either County or Tenant as of the date title or actual possession vests in the condemnor, whichever first occurs, or the date set by the Board of Supervisors of the County for the change of use of the Building or Parcel, as applicable, and rent under this Lease shall be payable only to that date. County shall return to Tenant any rent paid beyond that date. County shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after



receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.

21. Assignment and Subletting. Tenant may not sublease or assign all or any portion of the Premises without County's prior written consent, which shall not be unreasonably withheld. Reasonable grounds for denying consent include, but are not limited to, any of the following: (i) transferee's character, reputation, credit history, business, or proposed use is not consistent with the character or quality of the Building; (ii) transferee's intended use of the Premises is inconsistent with the permitted use as stated in Paragraph 9 or will materially and adversely affect County's interest; (iii) transferee's financial condition is or may be inadequate to support the obligations under the Lease; or (iv) the transfer would cause County to violate another lease or agreement to which County is a party or would give a Building tenant the right to cancel its lease.
22. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term hereof, and if Tenant shall abandon, vacate, or otherwise cease operating, any personal property belonging to Tenant and left upon the Premises and any or all of Tenant's improvements and facilities thereon, shall, at the option of County, become the property of County. At County's option, Tenant shall be solely responsible for removing all material stored on site at the end of the lease term.
23. Liens. Tenant shall keep the Premises and all improvements thereon, as well as Tenant's leasehold interest therein, free from any and all liens arising out of any work performed, materials furnished, or obligation incurred, by Tenant, Tenant's employees, agents, and contractors. County has the right at all times to post and keep posted on the Premises and any building or facility built thereon, any notice it considers necessary for protection from such liens. At least seven (7) days before beginning construction of any improvements or alteration to any improvements on the Premises, Tenant shall give County written notice of the expected commencement date of that construction to permit County to post and record a notice of non-responsibility. Tenant agrees to hold County harmless from any such liens, and to pay County upon demand the cost of discharging such liens with interest at the then existing legal rate per annum from the date of discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter. Should Tenant's leasehold interest be transferred to any other party by operation or enforcement of any such lien, such transfer shall constitute an immediate event of default under Paragraph 29 of this Lease without any requirement for notice or an opportunity to cure to be given to Tenant, the transferee, or any other party, and County shall have the right, in its sole discretion, to immediately terminate this Lease at any time following such transfer and pursue any additional remedies available under this Lease and applicable law.
24. Landlord Self-Help. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Premises, or any lien or claim for labor or material employed or used or any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Premises and improvements, or any other claim, charge or demand which Tenant has agreed



to pay or cause to be paid under the terms of this Lease, and if Tenant, after 10 days' written notice from County to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge and fails to post security as provided in Paragraph 28, then County may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by County in connection with any of the foregoing shall be paid by Tenant to County upon demand, together with interest thereon at the legal rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

25. Default by Tenant. Should Tenant at any time be in default with respect to payment of rent for a period of five (5) days after written notice from County; or should Tenant be in default in the performance of any other of its obligations under this Lease for fifteen (15) days after written notice from County specifying the particulars of the default; or should Tenant vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Tenant, without dismissal within thirty (30) days of filing; or if Tenant makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or of any of Tenant's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Tenant; then and in any such events, County, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises.
- a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.
  - b. Should County elect to reenter, this lease shall be deemed terminated; provided, however, that County shall be entitled as against Tenant to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent County receives during that period from any subsequent tenant of the Premises.
  - c. Should this lease be terminated pursuant to the terms of this paragraph, County may, at its sole discretion, relet the Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as County, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said Premises and improvements. County shall have no obligation to relet the Premises.
  - d. In the event that County relets the Premises pursuant to the terms of this paragraph, Tenant shall be immediately liable to pay to County, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such reletting, including any costs for alterations and repairs to the Premises incurred by County.

26. Recovery of Damages. Should County at any time terminate this lease under County's express rights set forth in this Lease for any breach, County may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises.
27. Non-waiver of Defaults. The waiver by County of any breach by Tenant of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Lease. No term, covenant or condition hereof can be waived except by the written consent of County, and forbearance or indulgence by County, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Tenant to which the same may apply, and until complete performance by Tenant of the term, covenant or condition, County shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.
28. Nondiscrimination. Tenant agrees not to discriminate in the conduct of its business on the Premises, or through any other use of the Premises, on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
29. Estoppel Certificates. County and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (ii) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof); and (iii) the date to which rent and other charges have been paid in advance, if any. Each certificate delivered pursuant to this section may be relied on by any prospective purchaser or transferee of the Premises or of County or Tenant's interest hereunder or by any fee mortgagee of the Premises or of County or Tenant's interest hereunder or by any assignee of any such mortgagee.
30. Redelivery of Premises. Tenant agrees to redeliver to County the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Tenant, or its employees, agents, invitees, or visitors.
31. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.
32. Time of Essence. Time is of the essence in this lease.
33. Headings. The headings contained herein are for convenience of reference and are

not intended to define or limit the scope of any provisions of this Lease.

34. Mutuality. All covenants and conditions in this Lease are mutually dependent.
35. Refurbishments. Paragraph 17 notwithstanding, County shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligent or intentional acts of County or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of County under this lease.
36. Lease Made in California. This Lease has been made and shall be construed in accordance with the laws of the State of California.
37. County's Signs. County reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Tenant not renew this lease within ninety (90) days prior to its termination date.
38. Recordable Acceptance. Upon request by County, Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
39. Real Estate Commission. Tenant acknowledges that Tenant contacted County directly, and that no real estate commission is due or payable from County. Tenant will hold County and owners harmless from any claim made for a real estate commission.
40. Transfer By County. The term "County" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the County thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.
41. Relationship of Parties. County is neither a joint venturer with nor a partner or association of Tenant with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject County to any obligation of Tenant hereunder.
42. Surrender and Merger. The voluntary or other surrender or termination of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of County, terminate all or any existing subleases or subtenancies or may, at the option of County, operate as an assignment to County of all such subleases or subtenancies.
43. SB 1186 Notice. As of the date of this Lease, the Premises have been inspected by a Certified Access Specialist.
44. Landlord's Lien. County shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Tenant, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares,

equipment, fixtures, furniture, and other personal property of Tenant, other than Tenant's lighted sign, situated on and in the Premises, and after notice of default is given by County such property shall not be removed from the premises without the consent of County until all arrearages in rent as well as any and all other sums of money then due to County under this Lease shall first have been paid and discharged.

- a. Tenant hereby grants a security interest, subject to any purchase money liens or security interests executed by Tenant outstanding from time to time to third parties, in that personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of California, or in any other manner and form provided by law.
- b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

[SIGNATURES ON FOLLOWING PAGE]

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

**"COUNTY"**

**"TENANT"**

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

STATE OF CALIFORNIA,  
SIERRA NEVADA CONSERVANCY

By: 

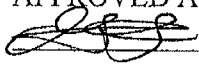
Chair, Board of Supervisors

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

Name: Greg Williams

Title: Executive Director

APPROVED AS TO FORM:

 Deputy 8/9/18

County Counsel

**EXHIBIT "A"**  
**DIAGRAM OF PREMISES**

See attached.

**EXHIBIT B**  
**PHOTOGRAPHS OF BUILDING**

See attached,

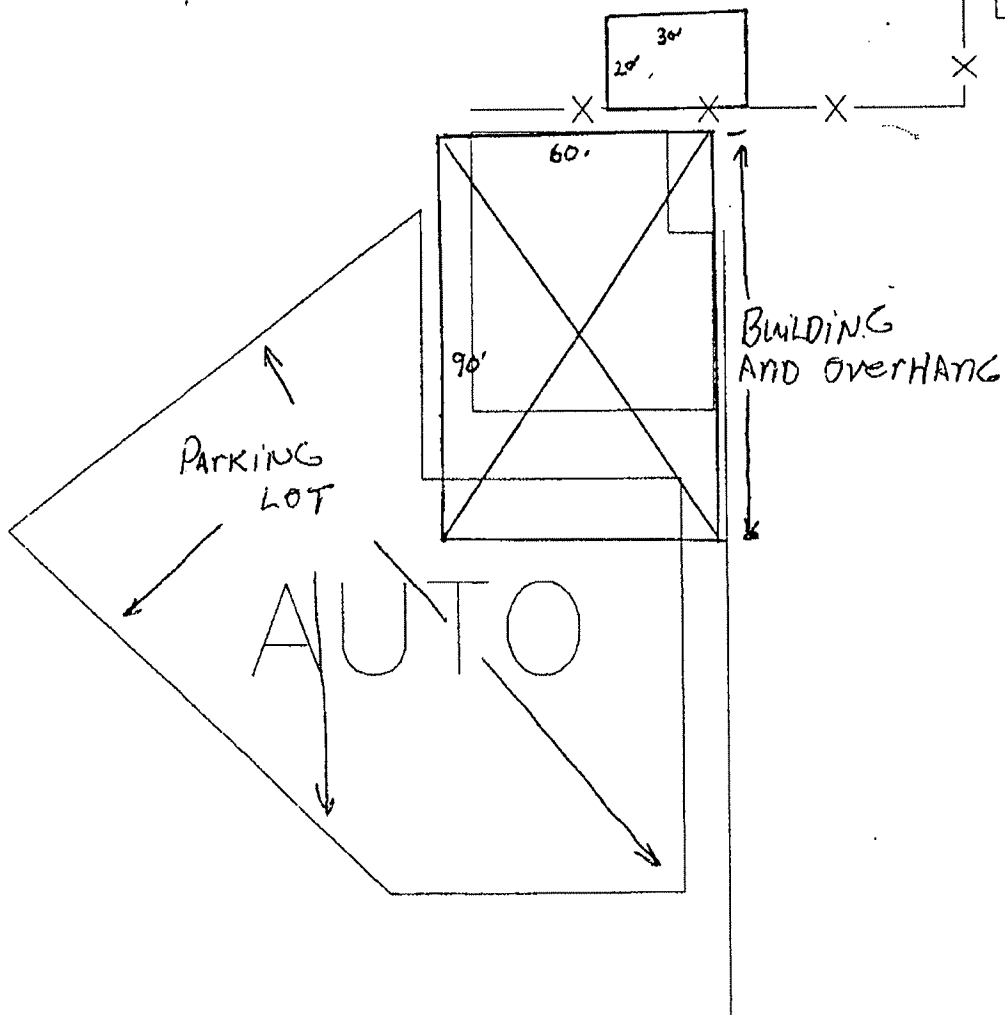
EXHIBIT "A"

BUILDING AREA SQUARE FOOTAGE = 5,400

PARKING AREA SQUARE FOOTAGE = 2,000

TOTAL SQUARE FOOTAGE = 7,400

550 CROSCENT ST



1"=40'

