

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF DECEMBER 11, 2018 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Ratify letter to the Department of Transportation (Caltrans) for encroachment permit (Lake Almanor Area Chamber of Commerce: 5th Annual Lake Almanor Turkey Trot, Thursday, November 22, 2018, 9:00 a.m., Bailey Creek Golf Course, Lake Almanor) **View Item**

B) CLERK OF THE BOARD

Approve Board minutes for November 2018

C) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign First Amendment to Agreement between County of Plumas and Willow Glen Care Center to include Trinity Pines Facility for behavioral health programming for adults and elderly mentally ill; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign multi-year Wellness Center Real Property Sublease Agreements between County of Plumas and Environmental Alternatives to provide clinical services and wellness activities; approved as to form by County Counsel **View Item**
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Aurora Santa Rosa Hospital, not to exceed \$50,000, for psychiatric and psychological services to Plumas County residents; approved as to form by County Counsel **View Item**
- 4) Approve and authorize the Chair to sign contract between County of Plumas and Community Recovery Services, not to exceed \$70,000, for residential substance use treatment services; approved as to form by County Counsel **View Item**
- 5) Approve and authorize the Chair to sign contract between County of Plumas and Aegis Treatment Centers, LLC, not to exceed \$120,057, for narcotic replacement therapy services; approved as to form by County Counsel **View Item**

D) MUSEUM

Approve closure of the Plumas County Museum, to the public, for the months of January and February 2019 to enable staff and volunteers to conduct cataloging of collections, revision of displays and other items not compatible with public interaction [View Item](#)

E) ENVIRONMENTAL HEALTH

Accept bid of \$27,199 from Quincy Auto Company; authorize the purchase of 4-wheel drive 2017 Nissan Frontier pickup; and authorize the Director of Environmental Health to sign purchase contract (approved in the FY 2018-2019 budget) [View Item](#)

F) FACILITY SERVICES

- 1) Authorize the Department of Facility Services to waive use fees for Almanor Basin Food Pantry, every Thursday beginning on November 15, 2018 through April 18, 2019 at Chester Memorial Hall for preparing and serving Lake Almanor Community Supper [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and HB Restoration, not to exceed \$33,500, for power washing, repairing, priming and painting the Portola Memorial Hall; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between County of Plumas and Delta Fire Systems, Inc., not to exceed \$10,000, to inspect, service, and repair sprinkler systems of county facilities; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Auditor/Controller to pay past due invoice of \$4,668.39 to California Generator Services for services rendered under contract in May 2017 [View Item](#)

G) INFORMATION TECHNOLOGY

Approve and authorize the Chair to sign contract between County of Plumas and Key Government Finance, Inc., not to exceed \$656,329.40 (\$131,265.88 annually), for communications upgrade; approved in the FY 2018-2019 budget; approved as to form by County Counsel [View Item](#)

H) ELECTIONS/COUNTY CLERK-RECORDER

- 1) Certify Results of the November 6, 2018 General Election as submitted [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the County Clerk-Recorder to participate in the Electronic Recording Delivery System (ERDS) with CERTNA; and collect a fee of \$1 for each real property instrument recorded, effective January 1, 2019 [View Item](#)

I) PROBATION

Approve and authorize the Chair to sign contract between County of Plumas and Redwood Toxicology, not to exceed \$70,000, for drug testing Probation clients; approved as to form by County Counsel [View Item](#)

J) PUBLIC WORKS

- 1) Award bid to the lowest bidder Quality Chain Corp., not to exceed \$26,517.82, for the purchase of tire chains; included in the FY 2018-2019 budget [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement, not to exceed \$12,000, between County of Plumas and Forest View Screening for drug testing services; approved as to form by County Counsel [View Item](#)

K) SHERIFF

Approve and authorize the Chair to sign Amendment to Agreement between County of Plumas and High Sierra Supply, Inc. increasing the current agreement by \$5,000 for a total not to exceed \$73,280 for radio tower foundation; approved as to form by County Counsel [View Item](#)

2. **DEPARTMENTAL MATTERS**

- A) **RISK MANAGEMENT** – Roberta Allen [View Item](#)
- 1) Presentation regarding Trindel
 - 2) Approve and authorize the Chair to sign revised and restated Joint Powers Authority Agreement between County of Plumas and Trindel Insurance Fund; approved as to form by County Counsel
- B) **HUMAN RESOURCES** – Nancy Selvage
Adopt **RESOLUTION** to amend the Job Classifications Affected by Schedule for California Minimum Wage Rate for FY 2017 – 2023, effective January 1, 2019. **Roll call vote** [View Item](#)
- C) **ENVIRONMENTAL HEALTH** – Jerry Sipe
Adopt **RESOLUTION** Updating Underground Storage Tank Annual Operating Fee for Environmental Health. **Roll call vote** [View Item](#)

3. **BOARD OF SUPERVISORS**

- A. Presentation of *Resolution of Appreciation and Recognition* for Henry “Hank” Eisenman to acknowledge his many years of dedicated service to the citizens of Plumas County
- B. Discussion and possible action regarding results of Measure “B” and status of Cannabis Cultivation Moratorium Ordinance [View Item](#)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- E. [Appointments](#)
JOHNSVILLE SPECIAL PLAN REVIEW COMMITTEE
Appoint Mary Piepho to the Johnsville Special Plan Review Board to fill a vacancy

FEATHER RIVER RESOURCE CONSERVATION DISTRICT

Appoint Phillip Noia to the Feather River Resource Conservation District Governing Board to fill a vacancy

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

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Plumas County Board of Equalization

- A. Continue deliberations pursuant to California Revenue and Taxations Code §1605.4 (Assessment Appeal Applications 34 through 39 – Lake Almanor Country Club)

Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors

- B. Personnel: Public employee appointment or employment – County Administrator
- C. Conference with Legal Counsel: Claim Against the County filed by Roxanne Jeskey on October 2, 2018
View Item
- D. Conference with Legal Counsel: Claim Against the County filed by Jennifer McGuire on November 6, 2018
View Item
- E. Conference with Legal Counsel: Claim Against the County filed by Mountain Circle Family Services, Inc. on October 30, 2018 **View Item**
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, December 18, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

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



November 13, 2018

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

Attention: Permits Engineer

Subject: Encroachment Permit Request
LAKE ALMANOR AREA CHAMBER OF COMMERCE

5th Annual Lake Almanor Turkey Trot, Thursday, November 22, 2018, 9:00
a.m., Bailey Creek Golf Course, Lake Almanor

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

Sincerely,

A handwritten signature in black ink, appearing to be "Jeff Engel", is written over a horizontal line.

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



LAKE ALMANOR AREA CHAMBER OF COMMERCE

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

Directors 2018

Susan Bryner
President

RE: 5th Annual Lake Almanor Turkey Trot

Traci Holt
Vice President

Dear Supervisor Thrall,

Jerri Nielson
Secretary

The Lake Almanor Area Chamber of Commerce is gearing up for this 5th annual event held on Thanksgiving morning. The event begins and ends in the Bailey Creek Golf Course area in Lake Almanor.

**Shannon Medici-
Brinkman**
Treasurer

This event will operate on the county roads; no road closures are required and there is no expected disruption to traffic.

Dawn Gray

Lyndsey Theobald

We are preparing the Plumas County Roads Department Encroachment Permit and request that you grant us the required approval and letter of support for this application process. The attached map shows the roadways that will be utilized.

Rachelle Jilbert

Sharon Roberts

We thank you, in advance, for your continued support of this fun and safe holiday community event.

Sincerely,

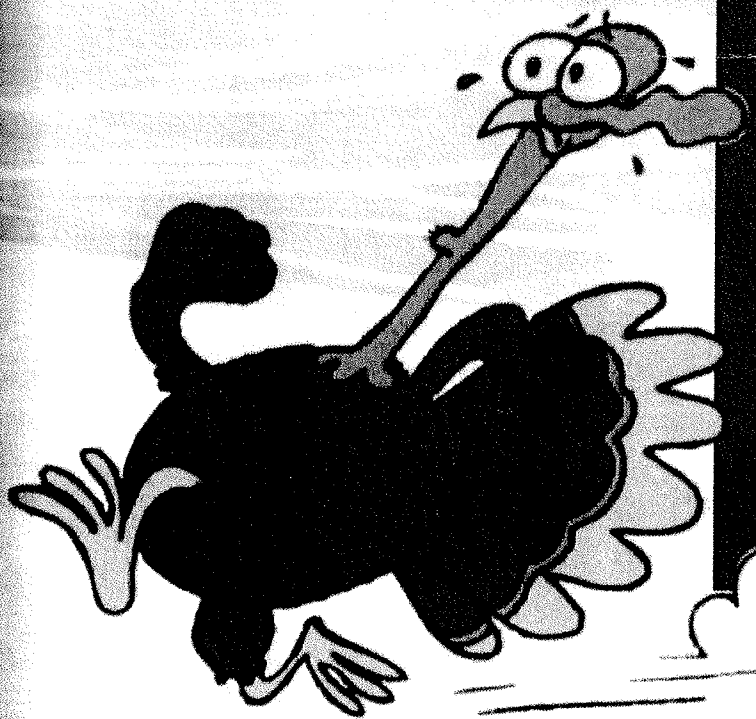
Shannon Medici-Brinkman
Event Chair
Lake Almanor Turkey Trot

328 #6 Main Street ■ P.O. Box 1198 ■ Chester, CA 96020
530-258-2426

www.lakealmanorarea.com ■ info@lakealmanorarea.com

THURSDAY, NOV 22

AT BAILEY CREEK
GOLF COURSE



5K

Turkey Trot

START AT 9AM

\$15

REGISTRATION
BEFORE SEPT 30

\$20

REGISTRATION BEFORE
OCT 30

\$25

REGISTRATION
NOVEMBER

CHILDREN UNDER 11 FREE.

**REGISTER ONLINE AT
LAKEALMANORAREA.COM
530-258-2426**

ELEVATION

4810

4779

4748

4716

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Director Tony Hobson, Ph.D.

DATE: November 13, 2018

TO: Honorable Board of Supervisors

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

SUBJECT: Approve and authorize 2018/19 Willow Glen Care Center First Amendment to Agreement.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

It is respectfully requested that the Board of Supervisors approve and authorize board Chair to sign a First Amendment to Agreement with Willow Glen Care Center.

Background and Discussion

This First Amendment to current contract with Willow Glen Care Center would include Trinity Pines Facility, a third option for level of care, offering individual living for Plumas County Mental Health clients. Willow Glen Care Center currently serves multiple levels of care and behavioral health programming for adults and elderly mentally ill. County Counsel has reviewed and approved to form.

FINANCIAL IMPACT:

No county general funds are used for any of the above programs and staffing. Any costs associated with this matter are covered by a combination of Federal and state funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

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



Tony Hobson, Ph.D., Director

Date: December 3, 2018

To: Honorable Board of Supervisors

From: Tony Hobson, Behavioral Health Director 

Subject: Agenda Request for December 11, 2018 Meeting

Item Description: Approve and authorize the Chair to sign multi-year Wellness Center Real Property Sublease Agreements between County of Plumas and Environmental Alternatives.

Recommendation: It is respectfully recommended that the Board of Supervisors approve and authorize the Chair to sign multi-year Wellness Center Real Property Sublease Agreements between County of Plumas and Environmental Alternatives for the Wellness Center buildings located at 372 Main Street, Chester, CA (\$2,205 per month) and at 414 Main Street, Greenville, CA (\$1,365 per month).

Background: Plumas County Behavioral Health provides clinical services and wellness activities, including groups and classes, at the Chester and Greenville Wellness Centers.

Environmental Alternatives, a partnering community-based organization, has finalized long-term (five-year) property lease agreements with the building owners and will sublease the Chester and Greenville Wellness Center properties to Plumas County Behavioral Health.

No General Fund monies will be used for this purpose, and it is funded solely using Mental Health Services Act (MHSA) Community Services and Supports (CSS) monies. These costs are included in the MHSA FY18-19 budget. Agreements were approved as to form by County Counsel.

Thank you.

REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as "Sublessor," and the COUNTY OF PLUMAS, a political subdivision of the state of California, hereinafter referred to as "County" (collectively, the "Parties" and individually a "Party").

Section 1. **PREMISES:**

Sublessor hereby leases to County those premises located at 372 Main Street, Chester, County of Plumas, State of California, consisting of office space and common use of driveways, sidewalks and common use public parking spaces.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The premises are leased for an initial term commencing October 1, 2018, and ending September 30, 2023, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day. County's Board of Supervisors hereby ratifies and approves for payment to date of approval of this Agreement.

2.2 **Options to Extend Term.** At the expiration of the initial term of this lease, if Lessee is not in default, Lessee shall have one options to extend this lease for additional one-year period on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor 60 days prior to the end date of this lease or any option period.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee's tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

2.4 **Fiscal Termination.** Sublessor acknowledges and agrees the obligation of County to pay rent under any sublease is contingent upon the availability of County funds which

are appropriated or allocated by County's Board of Supervisors for the payment of rent. Should the funding for the intended use of the premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Supervisors during the term of this lease, County may terminate the sublease by furnishing at least 30 days written notice of its intention to vacate to both Sublessor and Owner. In no event shall Sublessor be entitled to a remedy of acceleration of the total rent payments due over the term of this lease. The parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section 18 of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this subsection.

2.5 **Termination Due to Contamination.** Notwithstanding any other provision of this lease, County shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should County reasonably determine that any such problem exists.

Section 3. **RENT:**

3.1 **Rent.** The rent to be paid by County for the initial term and any extensions of this lease shall be \$2,100.00 per month. Rent shall be paid in advance on the first business day of each month of the term and any extensions of this lease. For purposes of this lease, rent shall be considered paid if: (1) deposited in the United States mail, postage prepaid, and addressed to the Lessor at the address specified for notices in this lease on the first business day of the month; or (2) executing a transfer of the rent via automated clearing house ("ACH") on the first business day of the month in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County.

3.2 **Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

3.3 **Administrative Fee.** County agrees to pay to Sublessor an administrative fee in the amount of five percent (5%) of the rent per month. This payment would be in addition to the rent paid under paragraph 3.1 above.

Section 4. **USE OF PREMISES:**

County shall use and occupy the premises for the purpose of conducting general business. The premises shall be used for no other purpose without the written consent of Sublessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges for electricity, gas, telephone, garbage removal, and custodial services associated with the premises during the term of this lease and any extensions of the term.

5.2 **Sublessor's Obligations.** Sublessor shall pay all charges for common area utilities, sewer and water service, and all costs associated with taxes and insurance on the premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Sublessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Sublessor unless such costs are directly related to the conduct of business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Sublessor's Obligations.**

6.1.1 Sublessor may, upon written authorization by County, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises.

6.1.2 Sublessor shall ensure Property Owner, Dr. David Walls, complies with all the terms of the lease between Dr. David Walls and Environmental Alternatives dated _____, 2018.

6.1.3 Sublessor shall assist County in any ways it deems appropriate to compel Property Owner to make necessary repairs in accordance with the Lease Agreement between Dr. David Walls and Environmental Alternatives dated _____, 2018.

6.1.4 If Sublessor, or its employees, contractors or others are at the premises on Sublessor's behalf after County's regular business hours for any reason whatsoever, Sublessor is responsible for securing the premises including, but not limited to, locking windows, locking doors, and alarming the security system.

6.2 County's Obligations.

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term pursuant to the terms of the sublease.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the premises which are caused by County, or its employees, contractors or others entering the premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Sublessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion. Sublessor shall ensure prompt notice is provided to Property Owner, Dr. David Walls. If, after notice from County, Property Owner or Sublessor does not commence making repairs within 48 hours, Sublessor or County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the premises at its sole cost and discretion. In the event of such re-keying, County shall provide Sublessor a key within five working days. In the event County does not provide Sublessor a key, County shall be

responsible for any damage caused by entry during an emergency when such damage is caused by Sublessor's lack of a key.

6.3 Compliance with Law.

6.3.1 Sublessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Sublessor unless such costs are directly related to the conduct of County's business within the premises.

6.3.2 Sublessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Sublessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Sublessor represents that the premises have not undergone inspection by a Certified Access Specialist (CAsp).

Section 7. ALTERATIONS:

7.1 Alterations by Sublessor.

7.1.1 **Compliance with Law; Testing.** During the term of this lease and any options thereof, should Sublessor make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Sublessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the

Sublessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

7.1.2 Prevailing Wages. Sublessor shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Sublessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Sublessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Sublessor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by Sublessor arising in part or in whole from Sublessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 Sublessor's Consent Required. County shall not assign this sublease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Sublessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent

to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or otherwise, shall, at the option of Sublessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 **Release of Lessee.** In the event of an assignment of this lease, which is approved by Sublessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Sublessor harmless from and defend Sublessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Sublessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Sublessor by reason of any such claim, County, upon notice from Sublessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Sublessor or its agents, contractors, or employees. Sublessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Sublessor's Indemnification.** Sublessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in

whole by the neglect, fault, or omission of any duty with respect to the same by Sublessor, its agents, contractors, or employees. Sublessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Sublessor's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Sublessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Sublessor, upon notice from Lessee, shall defend the same at Sublessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Without limiting Sublessor's duties of defense and indemnification, County shall also obtain, from an insurance carrier authorized to transact business in the State of California or through self-insurance, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.

10.2.2 County shall provide Sublessor an endorsement or amendment to County's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Sublessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Sublessor within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, County shall also provide Sublessor a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this lease shall be in effect at all times during the term of this lease. In the event any insurance coverage expires at any time during the term of this lease, County shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not

less than the remainder of the term of this lease or for a period of not less than one year. In the event County fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, Sublessor may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, Sublessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. Sublessor or County may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT:**

If either the Sublessor or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of Lessee as provided for in this lease may be executed and/or exercised by the Lessee Executive Officer.

If to Sublessor: Jerome Dorris, CFO
Environmental Alternatives
455 W. Main Street,
Quincy, CA 95971
Phone: 530-281-6666
Fax: 530-229-8238

If to County: Tony Hobson, Ph.D.
Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Phone: 530-283-6307
Fax: 530-283-6045

Section 15. **GOVERNING LAW:**

Updated November 2018
Real Property Sublease Agreement

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Plumas.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 17. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between Sublessor and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Sublessor and County. Sublessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees, costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Sublessor to provide to

County, quarterly HVAC maintenance and annual HVAC inspection records. Sublessor's HVAC maintenance and inspection records must be maintained by Sublessor for five years after the termination of this lease, and shall be made available to the County and/or to CalOSHA inspectors by Sublessor upon request within 48 hours of written or verbal notification from the Lessee.

19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of Sublessor or County. Except where longer retention is required by federal or state law, Sublessor shall maintain all records for five years after County makes the final lease payment thereunder.

Section 20. **PROPERTY TAXES.**

Sublessor represents and warrants that to Sublessor knowledge, on the date of execution of this lease, all property taxes for which the premises have been paid, or payments are current under any approved property tax payment arrangement.

Section 21. **HIPAA CONSIDERATION.**

Sublessor acknowledges that County's patient files are confidential to its patients, as provided under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding any default by County, the exercise of any right of entry by Sublessor, or lien rights of the Sublessor, Sublessor hereby covenants and agrees to (a) not access patient files; (b) use all reasonable precautions to assure that no employee, agent, contractor, or others at the premises on Lessor's behalf access such files; (c) provide County with access to its patient files at all times; and (d) otherwise comply with each and every provision of all applicable laws and regulations including, but not limited to, HIPAA.

Section 22. **CONFIDENTIALITY.**

This lease is for Sublessor to provide the premises to County in consideration of County providing a community wellness center at the Premises. However, should information regarding County's clients become known to Sublessor, the following confidentiality rules shall apply:

(a) Sublessor shall comply with, and require all of Sublessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions of sections 827, 5328 and 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures.

(b) Sublessor shall ensure all of Sublessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Sublessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

(c) Sublessor shall preserve the confidentiality of and not disclose any confidential or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 23. **VIOLATION OF CONFIDENTIALITY.**

To the fullest extent permitted by law, Sublessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA, by Sublessor or by any of Sublessor's subcontractors, any person employed under Sublessor, or under any subcontractor, or in any capacity, except when the violation, injury or loss is caused by the sole negligence or intentional wrongdoing of County. Sublessor shall also, at Sublessor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA by Sublessor, or any of Sublessor's subcontractors, any person employed under Sublessor, or under any Subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall

survive the termination, expiration, or cancellation of this lease.

Section 24. **LEASE EXECUTION.**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

SUBLESSOR

Date

Jerome Dorris, CFO
Environmental Alternative, Inc.
State of California

COUNTY

Date

Jeff Engel, Chair
Board of Supervisors

ATTEST

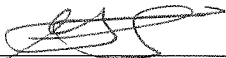
Date

Nancy DaForno, Clerk
Board of Supervisors

APPROVED AS TO FORM

11/16/18

Date


Gretchen Stuhr, Deputy
County Counsel

REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as "Sublessor," and the COUNTY OF PLUMAS, a political subdivision of the state of California, hereinafter referred to as "County" (collectively, the "Parties" and individually a "Party").

Section 1. **PREMISES:**

Sublessor hereby leases to County those premises located at 414 Main Street, Greenville, County of Plumas, State of California, consisting of office space and common use of driveways, sidewalks and common use public parking spaces.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The premises are leased for an initial term commencing November 15, 2018, and ending November 14, 2023, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day. County's Board of Supervisors hereby ratifies and approves for payment to date of approval of this Agreement.

2.2 **Options to Extend Term.** At the expiration of the initial term of this lease, if Lessee is not in default, Lessee shall have one options to extend this lease for additional one-year period on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor 60 days prior to the end date of this lease or any option period.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee's tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

2.4 **Fiscal Termination.** Sublessor acknowledges and agrees the obligation of County to pay rent under any sublease is contingent upon the availability of County funds which

are appropriated or allocated by County's Board of Supervisors for the payment of rent. Should the funding for the intended use of the premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Supervisors during the term of this lease, County may terminate the sublease by furnishing at least 30 days written notice of its intention to vacate to both Sublessor and Owner. In no event shall Sublessor be entitled to a remedy of acceleration of the total rent payments due over the term of this lease. The parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section 18 of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this subsection.

2.5 **Termination Due to Contamination.** Notwithstanding any other provision of this lease, County shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should County reasonably determine that any such problem exists.

Section 3. **RENT:**

3.1 **Rent.** The rent to be paid by County for the initial term and any extensions of this lease shall be \$1,300.00 per month. Rent shall be paid in advance on the first business day of each month of the term and any extensions of this lease. For purposes of this lease, rent shall be considered paid if: (1) deposited in the United States mail, postage prepaid, and addressed to the Lessor at the address specified for notices in this lease on the first business day of the month; or (2) executing a transfer of the rent via automated clearing house ("ACH") on the first business day of the month in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County.

3.2 **Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

3.3 **Administrative Fee.** County agrees to pay to Sublessor an administrative fee in the amount of five percent (5%) of the rent per month. This payment would be in addition to the rent paid under paragraph 3.1 above.

Section 4. **USE OF PREMISES:**

County shall use and occupy the premises for the purpose of conducting general business. The premises shall be used for no other purpose without the written consent of Sublessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges for electricity, gas, telephone, garbage removal, and custodial services associated with the premises during the term of this lease and any extensions of the term.

5.2 **Sublessor's Obligations.** Sublessor shall pay all charges for common area utilities, sewer and water service, and all costs associated with taxes and insurance on the premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Sublessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Sublessor unless such costs are directly related to the conduct of business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Sublessor's Obligations.**

6.1.1 Sublessor may, upon written authorization by County, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises.

6.1.2 Sublessor shall ensure Property Owner, Harold D. and Karen M. Dale, complies with all the terms of the lease between Harold D. and Karen M. Dale and Environmental Alternatives dated October 11, 2018.

6.1.3 Sublessor shall assist County in any ways it deems appropriate to compel Property Owner to make necessary repairs in accordance with the Lease Agreement between Harold D. and Karen M. Dale and Environmental Alternatives dated October 11, 2018.

6.1.4 If Sublessor, or its employees, contractors or others are at the premises on Sublessor's behalf after County's regular business hours for any reason whatsoever, Sublessor is responsible for securing the premises including, but not limited to, locking windows, locking doors, and alarming the security system.

6.2 County's Obligations.

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term pursuant to the terms of the sublease.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the premises which are caused by County, or its employees, contractors or others entering the premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Sublessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion. Sublessor shall ensure prompt notice is provided to Property Owner, Harold D. and Karen M. Dale. If, after notice from County, Property Owner or Sublessor does not commence making repairs within 48 hours, Sublessor or County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the premises at its sole cost and discretion. In the event of such re-keying, County shall provide Sublessor a key within five working days. In the event County does not provide Sublessor a key, County shall be

responsible for any damage caused by entry during an emergency when such damage is caused by Sublessor's lack of a key.

6.3 Compliance with Law.

6.3.1 Sublessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Sublessor unless such costs are directly related to the conduct of County's business within the premises.

6.3.2 Sublessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Sublessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Sublessor represents that the premises have not undergone inspection by a Certified Access Specialist (CASP).

Section 7. ALTERATIONS:

7.1 Alterations by Sublessor.

7.1.1 **Compliance with Law; Testing.** During the term of this lease and any options thereof, should Sublessor make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Sublessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the

Sublessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

7.1.2 Prevailing Wages. Sublessor shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Sublessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Sublessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Sublessor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by Sublessor arising in part or in whole from Sublessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 Sublessor's Consent Required. County shall not assign this sublease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Sublessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent

to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or otherwise, shall, at the option of Sublessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 **Release of Lessee.** In the event of an assignment of this lease, which is approved by Sublessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Sublessor harmless from and defend Sublessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Sublessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Sublessor by reason of any such claim, County, upon notice from Sublessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Sublessor or its agents, contractors, or employees. Sublessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Sublessor's Indemnification.** Sublessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in

whole by the neglect, fault, or omission of any duty with respect to the same by Sublessor, its agents, contractors, or employees. Sublessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Sublessor's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Sublessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Sublessor, upon notice from Lessee, shall defend the same at Sublessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Without limiting Sublessor's duties of defense and indemnification, County shall also obtain, from an insurance carrier authorized to transact business in the State of California or through self-insurance, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.

10.2.2 County shall provide Sublessor an endorsement or amendment to County's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Sublessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Sublessor within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, County shall also provide Sublessor a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this lease shall be in effect at all times during the term of this lease. In the event any insurance coverage expires at any time during the term of this lease, County shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not

less than the remainder of the term of this lease or for a period of not less than one year. In the event County fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, Sublessor may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, Sublessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. Sublessor or County may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

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If either the Sublessor or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of Lessee as provided for in this lease may be executed and/or exercised by the Lessee Executive Officer.

If to Sublessor: Jerome Dorris, CFO
Environmental Alternatives
455 W. Main Street,
Quincy, CA 95971
Phone: 530-281-6666
Fax: 530-229-8238

If to County: Tony Hobson, Ph.D.
Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Phone: 530-283-6307
Fax: 530-283-6045

Section 15. **GOVERNING LAW:**

Updated November 2018
Real Property Sublease Agreement

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Plumas.

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Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

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This instrument along with any exhibits or attachments hereto constitutes the entire lease between Sublessor and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Sublessor and County. Sublessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees, costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Sublessor to provide to

County, quarterly HVAC maintenance and annual HVAC inspection records. Sublessor's HVAC maintenance and inspection records must be maintained by Sublessor for five years after the termination of this lease, and shall be made available to the County and/or to CalOSHA inspectors by Sublessor upon request within 48 hours of written or verbal notification from the Lessee.

19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of Sublessor or County. Except where longer retention is required by federal or state law, Sublessor shall maintain all records for five years after County makes the final lease payment thereunder.

Section 20. **PROPERTY TAXES.**

Sublessor represents and warrants that to Sublessor knowledge, on the date of execution of this lease, all property taxes for which the premises have been paid, or payments are current under any approved property tax payment arrangement.

Section 21. **HIPAA CONSIDERATION.**

Sublessor acknowledges that County's patient files are confidential to its patients, as provided under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding any default by County, the exercise of any right of entry by Sublessor, or lien rights of the Sublessor, Sublessor hereby covenants and agrees to (a) not access patient files; (b) use all reasonable precautions to assure that no employee, agent, contractor, or others at the premises on Lessor's behalf access such files; (c) provide County with access to its patient files at all times; and (d) otherwise comply with each and every provision of all applicable laws and regulations including, but not limited to, HIPAA.

Section 22. **CONFIDENTIALITY.**

This lease is for Sublessor to provide the premises to County in consideration of County providing a community wellness center at the Premises. However, should information regarding County's clients become known to Sublessor, the following confidentiality rules shall apply:

(a) Sublessor shall comply with, and require all of Sublessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions of sections 827, 5328 and 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures.

(b) Sublessor shall ensure all of Sublessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Sublessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

(c) Sublessor shall preserve the confidentiality of and not disclose any confidential or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this lease.

Section 23. **VIOLATION OF CONFIDENTIALITY.**

To the fullest extent permitted by law, Sublessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA, by Sublessor or by any of Sublessor's subcontractors, any person employed under Sublessor, or under any subcontractor, or in any capacity, except when the violation, injury or loss is caused by the sole negligence or intentional wrongdoing of County. Sublessor shall also, at Sublessor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising out of any violation of any law or regulation regarding confidentiality including, but not limited to, HIPPA by Sublessor, or any of Sublessor's subcontractors, any person employed under Sublessor, or under any Subcontractor, or in any capacity. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall

survive the termination, expiration, or cancellation of this lease.

Section 24. **LEASE EXECUTION.**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

SUBLESSOR

Date

Jerome Dorris, CFO
Environmental Alternative, Inc.
State of California

COUNTY

Date

Jeff Engel, Chair
Board of Supervisors

ATTEST


Date

Nancy DaForno, Clerk
Board of Supervisors

APPROVED AS TO FORM

11/16/18

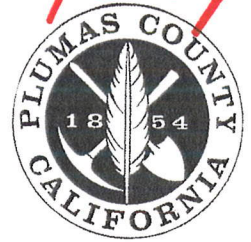
Date



Gretchen Stuhr, Deputy
County Counsel

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Director Tony Hobson, Ph.D.

DATE: November 6, 2018

TO: Honorable Board of Supervisors

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

- (1.) Approve and authorize 2018/19 Aurora Santa Rosa Hospital Contract.
- (2.) Approve and authorize 2018/19 Community Recovery Services Contract

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. It is respectfully requested that the Board of Supervisors approve and authorize board Chair to sign contract with Aurora Santa Rosa Hospital in the amount of \$50,000.00.
2. It is respectfully requested that the Board of Supervisors approve and authorize board Chair to sign a contract with Community Recovery services in the amount of \$ 70,000.00.

Background and Discussion

1. The Medi-Cal reimbursable facility, Aurora Santa Rosa Hospital will provide psychiatric and psychological services to the residents of this county. County Counsel has reviewed and approved to form.
2. Contractor will provide residential substance use treatment services for Plumas County residents. This facility will also bill Medi-Cal before invoicing the County. County Counsel has reviewed and approved to form.

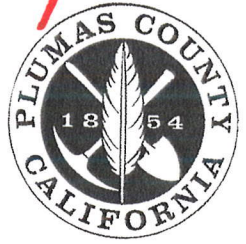
FINANCIAL IMPACT:


No county general funds are used for any of the above programs and staffing. Any costs associated with this matter are covered by a combination of Federal and state funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



DATE: November 20, 2018
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Ph.D., Behavioral Health Director 
SUBJECT: Approve and Authorize 2017/20 Aegis Treatment Centers Contract

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

It is respectfully requested that the Board of Supervisors approve and authorize board Chair to sign a multiple year, 2017-2020, contract with Aegis Treatment Centers in the amount of \$ 120,057.00.

Background and Discussion

Contractor will provide Narcotic Replacement Therapy services, and counseling programs for Plumas County beneficiaries. This comprehensive treatment will address methadone medication treatment. Methadone is a medication used to alleviate the symptoms of withdrawal from narcotics. Contractor will also conduct face to face individual and group consultations regarding methadone detox and methadone maintenance. County Counsel has thoroughly reviewed and approved to form.

FINANCIAL IMPACT:

No county general funds are used for any of the above programs and staffing. Any costs associated with this matter are covered by a combination of Federal and state funds.

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

1D

November 19, 2018

TO: Honorable Board of Supervisors

FROM: Scott Lawson, Museum Director

RE: Request to Close Museum January & February 2019

Over the past several years the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, file, catalog and otherwise take care of the numerous items in our collections. It also allows us time and space to create new displays and renovate existing ones. We still have a large number of Plumas County Court records to file. At the same time, we are fulfilling numerous requests from the public via email, phone and often in person.

There are also several exhibit cases that require work. This necessitates removal of the entire contents, something we would rather not do when we have visitors.

It is the recommendation of the Museum Director, the Plumas County Museum Board of Trustees and the Museum Board of Directors that the Board of Supervisors grant this request.

Any questions may be directed to Scott Lawson, Museum Director, 283-6320 or pcmuseum@psln.com.

Thank you.



Plumas County Environmental Health

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

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

1/E

Date: November 19, 2018
To: Honorable Board of Supervisors
From: Jerry Sipe
Agenda: Consent Agenda Item for December 11, 2018

Recommendation: Accept a bid of \$27,199 from Quincy Auto Company for purchase of 4-wheel drive field vehicle and authorize the Director of Environmental Health to sign the purchase contract and associated paperwork.

Background and Discussion: As part of the recently approved 2018-19 budget, \$30,000 was approved for Environmental Health to purchase a replacement 4-wheel drive field vehicle. On October 19, Environmental Health solicited bids from nine local vendors in Plumas, Lassen and Butte counties in accordance with the county's purchasing policy. The only bid received was submitted by Quincy Auto Company. This bid totaled \$27,199 for purchase of a 2017 Nissan Frontier crew cab pickup.

This bid meets the county criteria and Environmental Health needs. Accordingly, I recommend the Board of Supervisors accept the bid of \$27,199 from Quincy Auto Company for purchase of a 4-wheel drive replacement vehicle and authorize the Director of Environmental Health to sign the contract and other necessary paperwork to complete this purchase.

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

Thank you.

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: _____

Vehicle (circle one): New Used Vehicle Mileage: 26700

Year, Make and Model of Vehicle: 2017 NISSAN FRONTIER CREW 4X4 SV

Total Bid Price: \$ 25237.00

Documentary Fee: ~~+~~ SMOG FEE \$ 123.25

State Sales Tax (~~7.50%~~): 7.25% \$ 1838.00

TOTAL BID COST - FOB Quincy \$ 27198.25

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- SUBJECT TO PRIOR SALE
- VEHICLE HAS REMAINING FACTORY WARRANTY
- (SEE WARRANTY BOOK FOR DETAILS)
- VEHICLE IS WHITE WITH GRAY INTERIOR
- _____
- _____
- _____
- _____
- _____

Firm Name: QUINCY AUTO CO.

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971


Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-283-2277 Email Address: QUINCYAUTO@ATT.NET

Signature:  Date: 11-08-18

Please include business card.

Structural Damage No structural damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Odometer Check No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Manufacturer Recall Check with an authorized Nissan dealer for any open recalls.	<input checked="" type="checkbox"/> No Recalls Reported
Basic Warranty Original warranty estimated to have 21 months or 9,467 miles remaining.	<input checked="" type="checkbox"/> Warranty Active


CARFAX Detailed History		Glossary	
Owner 1 Purchased: 2017 Type: Rental Where: Hawaii Est. miles/year: 21,617/yr Est. length owned: 8/7/17 - 10/29/18 (1 yr. 2 mo.)	Date:	Mileage:	Source:
	08/07/2017	89	Hawaii Motor Vehicle Dept. Honolulu, HI Title #906HDX17
	10/29/2018	26,533	Auto Auction Pacific Region
		Vehicle sold at auction	
		 Millions of used vehicles are bought and sold at auction every year.	
		10/30/2018 Fleet/Lease Company Vehicle sold	

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.

CARFAX Glossary		View Full Glossary
First Owner When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.		
Ownership History CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.		
Rental Vehicle was registered by a rental agency.		


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CARFAX DEPENDS ON ITS SOURCES FOR THE ACCURACY AND RELIABILITY OF ITS INFORMATION. THEREFORE, NO RESPONSIBILITY IS ASSUMED BY CARFAX OR ITS AGENTS FOR ERRORS OR OMISSIONS IN THIS REPORT. CARFAX



 CARFAX® Vehicle History Report™ US \$39.99	
An independent company established in 1986	
Vehicle Information: 2017 NISSAN FRONTIER S/SV/SL/PRO-4X VIN: 1N6AD0EVXHN761370 CREW PICKUP 4.0L V6 F DOHC 24V GASOLINE REAR WHEEL DRIVE W/ 4X4 <u>Standard Equipment Safety Options</u>	<input checked="" type="checkbox"/> No accidents reported to CARFAX <input checked="" type="checkbox"/> No damage reported to CARFAX <input checked="" type="checkbox"/> CARFAX 1-Owner vehicle <input type="checkbox"/> Rental vehicle <input type="checkbox"/> Last owned in Hawaii <input type="checkbox"/> 26,533 Last reported odometer reading
CARFAX Report Provided By: Roberts Auto Sales, Inc. 4813 McHenry Ave Modesto, CA 95356 209-702-0414 www.robertsautosales.com	




This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 11/13/18 at 1:53:21 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

 Ownership History	
The number of owners is estimated	Owner 1
Year purchased	2017
Type of owner	Rental
Estimated length of ownership	1 yr. 2 mo.
Owned in the following states/provinces	Hawaii
Estimated miles driven per year	21,617/yr
Last reported odometer reading	26,533



 Title History	
CARFAX guarantees the information in this section	
Salvage Junk Rebuilt Fire Flood Hail Lemon	Owner 1 Guaranteed No Problem
Not Actual Mileage Exceeds Mechanical Limits	Guaranteed No Problem
 GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. Register View Terms View Certificate	

 Additional History	
Not all accidents / issues are reported to CARFAX	
Total Loss No total loss reported to CARFAX.	Owner 1 <input checked="" type="checkbox"/> No Issues Reported

Reasonable Market Value Report

Report Date: 11/07/2018

Effective dates: 11/2/2018-11/8/2018

REASONABLE MARKET VALUE OF THIS VEHICLE

2017 Nissan Frontier Crew Cab SV (2017.5) Pickup 4D 5 ft

VIN: 1N6AD0EVXHN761370

Reference: Stock # N/A

	Base Value:	\$25,605
Value as of: 11/07/2018	Engine: V6, 4.0 Liter	Included
ZIP Code: 95971	Transmission: Automatic, 5-Spd	Included
Condition: Excellent	Drivetrain: 4WD	Included
	Ext. Color: N/A	\$0
	Mileage: 26600	\$139

Itemized Equipment

ABS (4-Wheel)	Included	Keyless Entry	Included
Air Conditioning	Included	NissanConnect	Included
Alloy Wheels	Included	Power Door Locks	Included
AM/FM Stereo	Included	Power Steering	Included
Bed Liner	\$146	Power Windows	Included
Bluetooth Wireless	Included	Privacy Glass	Included
CD/MP3 (Single Disc)	Included	Rear Spoiler	Included
Cruise Control	Included	Side Air Bags	Included
Dual Air Bags	Included	SiriusXM Satellite	Included
Fog Lights	\$0	Sliding Rear Window	Included
Head Curtain Air Bags	Included	Tilt Wheel	Included
Hill Descent Control	Included	Towing Pkg	\$221
Hill Start Assist Control	Included	Vehicle Dynamic Control	Included
Total Itemized Equipment			\$367

Reasonable Market Value = Kelley Blue Book® Typical Listing*: \$26,111
(Including Mileage and Itemized Equipment)

*The reasonable market value is being provided only for comparison shopping and is not the retail sale price or the advertised price of the vehicle.



IFI

DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correia
Director

Board Date: December 4, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Authorize the Department of Facility Services to waive the rental fee for Almanor Basin Food Pantry on every Thursday starting on November 15th 2018 through April 18th 2019 at Chester Memorial Hall for the Purpose of preparing and serving Lake Almanor Community Supper .

Background

Carol Franchetti/Almanor Basin Food Pantry has requested to waive the rental fee every Thursday beginning on November 15th 2018 and ending on April 18th 2019 at Chester Memorial Hall. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

Recommendation

Authorize the Department of Facility Services to waive the rental fee for Carol Franchetti/Almanor Basin Food Pantry every Thursday Beginning on November 15th 2018 and ending on April 18th 2019 at Chester Memorial Hall.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

1F2

Kevin Correia
Director

Board Meeting: December 11, 2018

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve and Authorize Board Chair to sign Agreement between County and HB Restoration for Painting the Portola Veterans Memorial Hall in the spring of 2019 not to exceed \$33,500.00

Background

The Portola Veterans Memorial Hall is in need of Power washing, cleaning, priming and painting as budgeted for the ensuing year.

Recommendation

Approve and Authorize Board Chair to sign Agreement between the County and HB Restoration to Repair and Paint the Portola Memorial Hall this spring of 2019 in the amount not to exceed \$33,500.00



Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: December 11, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Engel to sign the contract between the Facility Services and Delta Fire Systems, Inc.

Recommendation

Approve and authorize Chair Engel to sign a general maintenance contract not to exceed \$10,000 between Facility Services and Delta Fire Services, Inc.

Background and Discussion

Delta Fire Systems, Inc. provides an array of fire prevention services. One of their services is repairing fire sprinkler systems which is the nature of this contract. Delta Fire Systems has been contracted with Plumas County in the recent past to inspect, service, and repair all of the fire sprinkler systems in Plumas County's facilities therefore it is our recommendation that this contract be approved.

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



Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: December 11, 2018

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Facility Services to pay invoice from October 11, 2017.

Recommendation

Approve and authorize Facility Services to pay California Generator Service for unpaid invoice from October 11, 2017.

Background and Discussion

California Generator Service recently brought to our attention that they have an unpaid invoice from October 2017 for work performed in May 2017; California Generator Service was under contract with Plumas County at the time services were rendered to inspect, service, and repair Plumas County's back-up generators.

It was explained to us that the previous Facility Services Director, Dony Sawchuk, had a 'falling out' with California Generator Service and refused to pay the invoice because a generator failed to operate several months after their inspection report showed there were no issues with this particular generator.

California Generator Services was under contract with Plumas County at the time service was provided. We do not believe that a failed generator is just cause to refuse payment and therefore are requesting this invoice be paid in full to California Generator Services for \$4,668.39.

**INSPECTION AND PREVENTIVE MAINTENANCE
SERVICE REPORT**

California Generator Service
1271 Washington Ave., #271
San Leandro, CA 94577
(866) 643-6738 Phone
(510) 430-2654 Fax

PAGE 1 OF 2

CUSTOMER NAME Plumas co		WORK ORDER 16972		DATE 5/22/2017
EQUIPMENT LOCATION Chester Vet Hall		EMPLOYEE Roger	GENERATOR MODEL 049132	
EQUIPMENT MODEL		EQUIPMENT SERIAL NO.	GENERATOR SER. NO. 4056072	
HOURS 426.4	KW 25	VOLTAGE 240	Service Interval: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input checked="" type="checkbox"/> LT	
Service Items	SATIS-FACTORY	UNSATIS-FACTORY	COMMENTS Annual Service	
Cooling System				
Radiator/Heat Exchanger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FULL	
Coolant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-13 protection	
Hoses and Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Fan Drive Pulley and Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Fan Belts	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Jacket Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	115 F	
Water Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Thermostats	<input checked="" type="checkbox"/>	<input type="checkbox"/>	189 F	
Fuel System				
Fuel Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Propane	
Water Trap Separator	<input type="checkbox"/>	<input type="checkbox"/>	N/A	
Fuel Lines & Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Governor & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Fuel Filters-Prim/Sec.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	
Fuel Pressure	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Air Induction and Exhaust System				
Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Air Filter Service Indicator	<input type="checkbox"/>	<input type="checkbox"/>	N/A	
Air Inlet System	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Turbocharger	<input type="checkbox"/>	<input type="checkbox"/>	N/A	
Exhaust Manifold	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Exhaust System	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Lube Oil System				
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Full changed oil	
Oil Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Replaced 1)P502007	
Oil Pressure	<input type="checkbox"/>	<input type="checkbox"/>		
Crankcase Breather	<input type="checkbox"/>	<input type="checkbox"/>		
S.O.S (Oil Sample)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sampled	
Starting System				
Batteries	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Batteries-Specific Gravity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Battery Charger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13.35 vdc	
Starting Motor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.57 vdc @ start	
Alternator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14.26 vdc	
Engine Monitors & Safety Controls				
Gauges	<input type="checkbox"/>	<input type="checkbox"/>	N/A	
Safety Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Remote Annunciators/Alarms	<input type="checkbox"/>	<input type="checkbox"/>		

SIGNATURE:

Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: December 11, 2018
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF DECEMBER 11, 2018 RE:
APPROVAL OF FINANCIAL AGREEMENT FOR COMMUNICATIONS UPGRADE .**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of attached agreement for software maintenance.

Background and Discussion:

As part of the 2018/2019 Plumas County I.T. budget the Board approved a major communications upgrade. This upgrade will replace all major components of the County network infrastructure and implement a voice over I.P. telephone system. The total cost of this project is \$656,329.40 and qualifies for five year zero interest financing through a Cisco government financing option. The contract submitted here for Board approval is the Tax-Exempt Lease/Purchase Agreement for that five year financing program. This agreement sets our annual payment at \$131,265.88 and that amount is included in the approved 2018/19 I.T. budget.

CERTIFICATION OF CALIFORNIA GENERAL ELECTION NOVEMBER 6, 2018

I, Kathy Williams, Plumas County Clerk-Recorder-Registrar of Voters, having completed the Canvass of the returns for the California General Election held on November 6, 2018, and recorded in the Elections Records, certify the results as follows: The results for the California Constitutional offices; United States Senate; United States Representative District 1; State Assembly Member District 1; Supreme Court Associate Justices; Court of Appeal Associate Justices; State Superintendent of Public Instruction and Propositions 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, and 12 are hereto attached. The local results hereto attached and made a part of and the following local results are true and correct:

FEATHER RIVER COLLEGE

Trustee Area 4

Guy R. McNett	4822
Margaret E. Garcia	2783
Write-In	48

CITY OF PORTOLA CITY COUNCIL

4 Year Term - Vote for 2

Bill Powers	356
Terri Woods	161
Casey Williams	221
Phil Oels	384
Write-In	21

CITY OF PORTOLA CITY COUNCIL

2 Year Term - Vote for 2

Larry F. Douglas	119
B.J. Pearson	160
Stan Peiler	211
Timothy Kreth	166
Pat Morton	266
Kim Scott	123
Max Bradshaw	95
Write-In	12

CITY OF PORTOLA CITY CLERK

Melissa Klundby	550
Write-In	11

CITY OF PORTOLA CITY TREASURER

Leah L. Turner	487
Write-In	18

MEASURE B - CANNABIS ORDINANCE

Yes	3259
No	5868

SIERRA-PLUMAS JOINT PLUMAS USD

Trustee Area 4

Sheri L. Johnson	11
Jesse Whitley	24
Nicole Stannard	9
Andy Genasci	149
Write-In	2

EASTERN PLUMAS HEALTHCARE DISTRICT

4 Year Term - Vote for 3

Lucie Kreth	1028
Teresa Whitfield	1593
Harvey West III	1292
Gail McGrath	1398
Peggy Sampson	1133
Write-In	24

PLUMAS HOSPITAL DISTRICT

4 Year Term - Vote for 3

Andrew Rybak	1943
John A. Kimmel	2077
Marty Walters	1292
Bill Wickman	1915
Write-In	28

SENECA HEALTHCARE DISTRICT

4 Year Term - Vote for 3

Richard L. Rydell	795
Ronald D. Longacre	463
Nancy Foote	392
Bill Howe	676
David Walls	1242
Dana Seandel	677
David C. Barker	291
Write-In	39

The Official Final Canvass of votes cast is attached hereto and made a part hereof. The total turnout of voters was 74.80%.


Kathy Williams

Plumas County Clerk-Recorder-Registrar of Voters

11-26-2018
Date

PLUMAS COUNTY
NOVEMBER 6, 2018
CALIFORNIA GENERAL ELECTION
OFFICIAL FINAL

Date:11/26/18
Time:14:11:35
Page:1 of 7

Registered Voters 12553 - Cards Cast 9390 74.80%

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

GOVERNOR

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9240	
John Cox	5807	62.85%
Gavin Newsom	3433	37.15%

LIEUTENANT GOVERNOR

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6250	
Ed Hernandez	2349	37.58%
Eleni Kounalakis	3901	62.42%

SECRETARY OF STATE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9108	
Alex Padilla	3702	40.65%
Mark P. Meuser	5406	59.35%

CONTROLLER

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9056	
Konstantios Roditis	5156	56.93%
Betty T. Yee	3900	43.07%

TREASURER

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9047	
Greg Conlon	5337	58.99%
Fiona Ma	3710	41.01%

ATTORNEY GENERAL

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9069	
Steven C. Bailey	5535	61.03%
Xavier Becerra	3534	38.97%

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Registered Voters 12553 - Cards Cast 9390 74.80%

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

INSURANCE COMMISSIONER			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	8190		
Ricardo Lara	2869	35.03%	
Steve Poizner	5321	64.97%	

MEMBER OF THE STATE BOARD OF EQUALIZATION			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	8989		
Tom Hallinan	3234	35.98%	
Ted Gaines	5755	64.02%	

UNITED STATES SENATOR			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	7243		
Dianne Feinstein	2815	38.87%	
Kevin De Leon	4428	61.13%	

UNITED STATES REPRESENTATIVE			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	9224		
Doug La Malfa	5221	56.60%	
Audrey Denney	4003	43.40%	

MEMBER OF THE STATE ASSEMBLY			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	9050		
Caleen Sisk	3173	35.06%	
Brian Dahle	5877	64.94%	

SUPREME COURT ASSOCIATE JUSTICE - CORRIGAN			
	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Total Votes	6821		
YES	4782	70.11%	
NO	2039	29.89%	

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Registered Voters 12553 - Cards Cast 9390 74.80%

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

SUPREME COURT ASSOCIATE JUSTICE - KRUGER

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6656	
YES	4191	62.97%
NO	2465	37.03%

COURT OF APPEAL - ASSOCIATE JUSTICE - MAURO

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6386	
YES	4138	64.80%
NO	2248	35.20%

COURT OF APPEAL ASSOCIATE JUSTICE - BLEASE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	6405	
YES	3925	61.28%
NO	2480	38.72%

SUPERINTENDENT OF PUBLIC INSTRUCTION

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	7595	
Marshall Tuck	4672	61.51%
Tony K. Thurmond	2852	37.55%
Write-in Votes	71	0.93%

FEATHER RIVER COLLEGE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	7653	
Guy R. McNett	4822	63.01%
Margaret E. Garcia	2783	36.36%
Write-in Votes	48	0.63%

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

SIERRA-PLUMAS JOINT UNIFIED SCHOOL DISTRICT

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	195	
Sheri L. Johnson	11	5.64%
Jesse Whitley	24	12.31%
Nicole Stannard	9	4.62%
Andy Genasci	149	76.41%
Write-in Votes	2	1.03%

CITY OF PORTOLA CITY COUNCIL 4 YEAR

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	2	
Total Votes	1143	
Bill Powers	356	31.15%
Terri Woods	161	14.09%
Casey Williams	221	19.34%
Phil Oels	384	33.60%
Write-in Votes	21	1.84%

CITY OF PORTOLA - CITY COUNCIL 2 YEAR

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	2	
Total Votes	1152	
Larry F. Douglas	119	10.33%
B.J. Pearson	160	13.89%
Stan Peiler	211	18.32%
Timothy Kreth	166	14.41%
Pat Morton	266	23.09%
Kim Scott	123	10.68%
Max Bradshaw	95	8.25%
Write-in Votes	12	1.04%

CITY OF PORTOLA - CITY CLERK

	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	1	
Total Votes	561	
Melissa Klundby	550	98.04%
Write-in Votes	11	1.96%

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Registered Voters 12553 - Cards Cast 9390 74.80%

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

CITY OF PORTOLA - CITY TREASURER			
	Total		
Number of Precincts	2		
Precincts Reporting	2	100.0 %	
Vote For	1		
Total Votes	505		
Leah L. Turner	487	96.44%	
Write-in Votes	18	3.56%	

EASTERN PLUMAS RURAL HEALTHCARE DISTRICT			
	Total		
Number of Precincts	8		
Precincts Reporting	8	100.0 %	
Vote For	3		
Total Votes	6468		
Lucie Kreth	1028	15.89%	
Teresa Whitfield	1593	24.63%	
Harvey West III	1292	19.98%	
Gail McGrath	1398	21.61%	
Peggy Sampson	1133	17.52%	
Write-in Votes	24	0.37%	

PLUMAS HOSPITAL DISTRICT			
	Total		
Number of Precincts	12		
Precincts Reporting	12	100.0 %	
Vote For	3		
Total Votes	7314		
Andrew Ryback	1943	26.57%	
John A. Kimmel	2077	28.40%	
Marty Walters	1351	18.47%	
Bill Wickman	1915	26.18%	
Write-in Votes	28	0.38%	

SENECA HEALTHCARE DISTRICT			
	Total		
Number of Precincts	4		
Precincts Reporting	4	100.0 %	
Vote For	3		
Total Votes	4575		
Richard L. Rydell	795	17.38%	
Ronald D. Longacre	463	10.12%	
Nancy Foote	392	8.57%	
Bill Howe	676	14.78%	
David Walls	1242	27.15%	
Dana Seandel	677	14.80%	
David C. Baker	291	6.36%	
Write-in Votes	39	0.85%	

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PROPOSITION 1 - BOND PAYMENTS FOR HOUSING ASSISTANCE PROGRAMS

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8980	
YES	3345	37.25%
NO	5635	62.75%

PROPOSITION 2 - BOND PAYMENTS FOR MENTAL ILLNESS HOUSING PROGRAM

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8968	
YES	3949	44.03%
NO	5019	55.97%

PROPOSITION 3 - BOND PAYMENTS FOR WATER PROJECTS

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8908	
YES	3026	33.97%
NO	5882	66.03%

PROPOSITION 4 - BOND PAYMENTS FOR HOSPITAL CONSTRUCTION

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8919	
YES	3938	44.15%
NO	4981	55.85%

PROPOSITION 5 - CONSTITUTIONAL AMENDMENT FOR PROPERTY TAX BASE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8866	
YES	3750	42.30%
NO	5116	57.70%

PROPOSITION 6 - REPEAL OF VEHICLE FUEL TAX AND VEHICLE FEES

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9078	
YES	5013	55.22%
NO	4065	44.78%

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PROPOSITION 7 - ESTABLISHES PACIFIC STANDARD TIME IN CALIFORNIA

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8930	
YES	4766	53.37%
NO	4164	46.63%

PROPOSITION 8 - AUTHORIZES REGULATION OF KIDNEY DIALYSIS CLINICS

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8958	
YES	2983	33.30%
NO	5975	66.70%

PROPOSITION 10 - LOCAL AUTHORITY TO ENACT RENT CONTROL

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8984	
YES	2225	24.77%
NO	6759	75.23%

PROPOSITION 11 - REQUIRES AMBULANCE EMPLOYEES TO REMAIN ON CALL ON BREAKS

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8859	
YES	5667	63.97%
NO	3192	36.03%

PROPOSITION 12 - MINIMUM SPACE REQUIREMENTS FOR FARM ANIMALS

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	8950	
YES	4032	45.05%
NO	4918	54.95%

MEASURE B - COUNTY CANNABIS ORDINANCE

	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Total Votes	9127	
YES	3259	35.71%
NO	5868	64.29%

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PLUMAS COUNTY CLERK~RECORDER

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



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

DATE: November 26 2018

TO: Honorable Board of Supervisors, Plumas County

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: Participation in the ERDS Program

Kathy Williams

Clerk – Recorder

Registrar of Voters

kathywilliams@countyofplumas.com

Julie Hagwood

Assistant

juliehagwood@countyofplumas.com

It is recommended that the Board adopt the Resolution authorizing the Plumas County Clerk-Recorder to participate in the Electronic Recording Delivery System (ERDS) with CERTNA and collect a fee of \$1 for each real property instrument recorded beginning January 1, 2019.

Background and information: The Legislature passed the Electronic Recording Delivery Act of 2004 (Gov. Code Section 27390-27399 - ERDA) to enable counties to electronically accept, record and return certain instruments affecting a right, title or interest in real property. We are one of the last smaller counties to implement ERDS. Certain statutory duties must be performed before a county puts its electronic recording system into operation. The first step of the process includes providing the Department of Justice a notice of intent to participate, which we have done, and begin collecting the \$1 fee to be used solely for the purpose of supporting the Electronic Recording Delivery Act as well as requesting the Plumas County Auditor to establish an interest bearing account for fees collected pursuant to Government Code Section 27390.

A G2G (Government to Government) Memorandum of Understanding between CERTNA (California Electronic Recording Network Authority) and Plumas County will be implemented following the initial steps for setting up the program. The County will have the electronic capability of accepting documents from California State and local agencies for recording purposes. This will include documents such as tax liens, releases and deeds from the Plumas County Treasurer-Tax Collector, the Internal Revenue Service and the California Franchise Tax Board. Following implementation, additional entities may opt into the program via agreements.

Plumas County is eligible and has been accepted for a grant for small counties that will cover costs associated with the program's initial setup and the \$1 fee will provide for ongoing costs eliminating cost to the general fund.

RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER TO PARTICIPATE IN THE ELECTRONIC RECORDING DELIVERY SYSTEM (ERDS), WITH THE STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE AND THE CALIFORNIA ELECTRONIC RECORDING NETWORK AUTHORITY (CERTNA); AND; COLLECT A FEE IN THE AMOUNT OF ONE DOLLAR (\$1.00) FOR EACH REAL PROPERTY INSTRUMENT RECORDED, PURSUANT TO GOVERNMENT CODE SECTION 27397 TO BE USED SOLEY FOR SUPPORTING THE ELECTRONIC RECORDING DELIVERY ACT.

WHEREAS, California Government Code section 27390 et seq authorizes a County Recorder to establish an Electronic Recording Delivery System for the recording of specified digitized electronic records; and

WHEREAS, Government Code section 27391 authorizes the County Recorder to collect a fee in an amount up to and including one dollar (\$1.00) for each real property instrument that is recorded. Funds collected pursuant to said legislation may only be used for the sole purpose of supporting the Electronic Recording Delivery Act; and

WHEREAS, it is a requirement that the Board of Supervisors approve the participation in electronic recording via the CERTNA ERDS pursuant to the Act, and

WHEREAS, the State of California Department of Justice's Electronic Recording Delivery System Program has established regulations and has delegated the authority for system certification, regulations and oversight of Electronic Recording Delivery Systems and the County Recorder shall comply with established regulation; and

NOW THEREFORE BE IT RESOLVED that the Plumas County Board of Supervisors:

1. Authorizes County participation in the Electronic Recording Delivery System as set forth in Government Code section 27390 et seq, and in electronic recording via the CERTNA ERDS JPA pursuant to the Act,
2. Appoints the County Clerk-Recorder as agent to conduct all negotiations and execute and submit all documents which may be necessary for the completion of the aforementioned project and enter into a standard agreement.
3. Authorizes the County Clerk-Recorder as agent to collect an additional recording fee of one dollar (\$1.00) for recording the first page of every instrument, paper or notice required or permitted by law to be recorded, effective January 1, 2019; to be used solely for the implementation and ongoing operation of the Electronic Recording Delivery Act.

BE IT FURTHER RESOLVED, that the Plumas County Board of Supervisors hereby authorizes an interest bearing designated fund account for fees collected relative to the Electronic Recording Delivery Act; and

BE IT FURTHER RESOLVED, that the Plumas County Auditor-Controller is hereby directed to establish an interest bearing designated account for fees collected and deposited into the Electronic Recording Delivery System account pursuant to Government Code section 27390.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on December 11, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

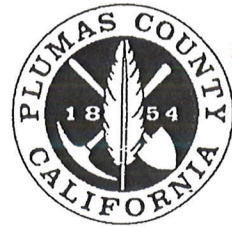
ATTEST:

Nancy L. DaForno
Clerk of the Board



Erin Metcalf
Chief Probation Officer

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



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

DATE: November 26, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Request to approve and authorize the Chair to sign contract between Plumas County Probation and Redwood Toxicology.

Recommendation

Approve and Authorize Chair Engel to sign a contract between Plumas County Probation and Redwood Toxicology for the purpose of drug testing Probation clients.

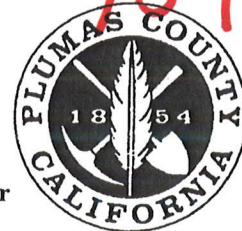
Background and Discussion

The Probation Department contracts with Redwood Toxicology Laboratory to perform testing on specimens sent to the Lab for court-ordered drug testing, as Plumas County does not have a drug testing laboratory.

Therefore, we respectfully request the Board of Supervisors approve and authorize Chair Engle to sign the contract.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the December 11 2018 meeting of the Plumas County Board of Supervisors

December 3, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading 'Robert A. Perreault'.

Subject: Request the Board of Supervisors to re-affirm and authorize the purchase tire chains with money budgeted in the FY18/19 budget in the amount of \$26,517.82.

Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase tire chains as identified in the FY18/19 annual budget.

On September 18, 2018, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2018-2019.

The cost of the tire chains, following staff reviews of the three (3) submitted bids on November 15, 2018 is \$26,517.82. See attached "Bid Award Recommendation – Tire Chains", dated November 15, 2018.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

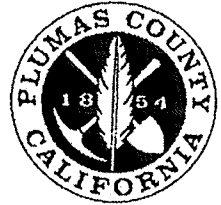
Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve the purchase of tire chains from Quality Chain Corps., using the FY2018-19 budget funds, not to exceed \$26,517.82.

Attachment:

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



Date: November 15, 2018
To: Joe Blackwell
From: Eric Braswell *Ea Braswell*
Subject: Bid Award Recommendation Tire Chains

Public Works opened bids on November 15, 2018 for Tire Chains. Eric Braswell & Joe Blackwell reviewed the Bids. There were three (3) bids;

Quality Chain Corp. Hillsboro, OR	\$26,517.82 (Domestic)
LesSchwab/Horton Tire Center Quincy, Ca	\$29,373.65 (Domestic) (\$27,904.97 w/5% local preference)
Silver State Int. Sparks, NV	\$40,593.18 (Domestic)

After reviewing the bids it was determined that Quality Chain Corp. was the lowest qualified bid. In the past Public Works has awarded the bid to Quality Chain Corp. with great service and an excellent product.

I recommend proceeding with Quality Chain Corp. located in Hillsboro, OR in the amount of \$26,517.82.

In concurrence:

Joe Blackwell
Joe Blackwell
Deputy Director

11-19-18
Date

In concurrence:

Bob Perreault
Bob Perreault
Director of Public Works

Date

11/19/2018

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the December 11, 2018 meeting of the Plumas County Board of Supervisors

December 3, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read 'Robert A. Perreault', is written over the printed name.

Subject: Contract Award of Service Agreement for Drug Testing Services for Public Works with Forest View Screening, in the amount of Twelve Thousand Dollars and 00/100 (\$12,000.00).

Background:

The Plumas County Department of Public Works is required by the California Department of Transportation to screen their commercial drivers for drugs and alcohol per California Code 49 CFR Part 40. In the past, such services have been supplied by Forest View Screening. As their current contract has expired, the Department is seeking to install a replacement contract with this vendor to continue testing of its commercial drivers.

A copy of the proposed replacement contract, signed by the vendor, and reviewed and approved as to form by Deputy County Counsel is attached.

Funding for FY2018-19 is included in the budget adopted by the Board of Supervisors on September 18, 2018.

Recommendation:

The Department 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 Professional Services Agreement for drug and alcohol testing services with Forest View Screening in the amount of Twelve Thousand Dollars and 00/100 (\$12,000.00).

Attachment: Proposed, replacement contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and FOREST VIEW SCREENING (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twelve Thousand Dollars (\$12,000.00).
3. Term. The term of this agreement shall be from January 1, 2019 through December 31, 2021, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

____ COUNTY INITIALS

CONTRACTOR INITIALS 

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


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

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

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

- a. Contractor certifies and agrees that it is licensed by the State of California, and the Centers for Medicare & Medicaid Services, Clinical Laboratory

____ COUNTY INITIALS

CONTRACTOR INITIALS 

Improvement Amendments of 1988 to perform drugs of abuse testing throughout the United States. Contractor participates in the proficiency testing program administered by the American Association of Bioanalysts.

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

____ COUNTY INITIALS

CONTRACTOR INITIALS SB

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

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

County:

Public Works Department
County of Plumas
1834 East Main Street
Quincy, CA 95971
Attention: Director of Public Works

Contractor:

Forest View Screening
883 Valley View Dr.
Quincy, CA 95971
Attention: Susie Barker, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

[Continued on following page]

____ COUNTY INITIALS

CONTRACTOR INITIALS SB

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Forest View Screening

By: Susie Barker
Susie Barker
Owner

Date signed: 10/25/2018

COUNTY:

APPROVED AS TO SCOPE OF WORK:

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

Date signed:

APPROVED AS TO FORM:

By: Gretchen Stuhr
Gretchen Stuhr
Deputy County Counsel

Date signed: 11/13/18

CONCURRENCE:

By: _____
Jeff Engle
Chair, Board of Supervisors

Date signed:

____ COUNTY INITIALS

CONTRACTOR INITIALS JB

EXHIBIT A

Scope of Work

Contractor is a Consortium that is a "Service Agent" as defined by 49 CFR Part 40. Contractor provides and/or coordinates the provision of a variety of drug and alcohol testing services to employers. Contractor is not considered an "employer" under this part and cannot act as the Designated Employer Representative for the employer.

1. Enrollment in the Forest View Screening Consortium includes random test selection, scheduling, monitoring and reporting of results, records maintenance, quarterly statistical reports, and bi-annual statistical reports from the laboratory, MIS report, Certificate of Enrollment reflecting enrollment dates, Drivers' Cards, and a quarterly newsletter.
2. Contractor will generate quarterly statistical reports and end of the year MIS reports that reflect testing activity in the specified time periods. These reports indicate tests that were performed by the Contractor; tests performed at contracted collection sites and reported to the Contractor; test results reported to the Contractor by consortium member companies that were not performed by the contractor. The contractor will endeavor to insure that all statistical reports are accurate based on the information received; however the Contractor is not responsible for tests that are initiated by consortium member companies and not reported to the Contractor.
3. Contractor will contract with various collection sites for the convenience of consortium members. The approved collection site, for the Quincy, CA area is Forest View Screening. An authorized representative of the County must contact the Contractor prior to the test so that an authorization form can be issued. The collection site will complete the paperwork and return it to the Contractor along with the copies of the Chain of Custody form and their invoice for services. In the event that the collection site requires that they bill the company directly, the Contractor will bill the company the cost of the test less the collection site fees.
4. If the testing is done after hours, either through the choice of the employer, or because the type of test requires it (i.e. post-accident and reasonable suspicion), and the collection site charges and "after-hours" fee, the County will be responsible for paying that charge. If the Contractor is billed for the "after-hours" fee from the collection site, the Contractor will bill the County for that fee and will provide the County a copy of the invoice from the collection site that reflects the fee.
5. All enrolled drivers will be included in the Random Test Pool. Test selection will be done each quarter. Contractor will notify the Designated Employer Representative (DER) of the test selection and schedule the test immediately. The Contractor acts as an agent for the County and will receive test results directly from the Medical Review Officer (MRO) and report them to the DER. The Contractor is authorized to contract with an approved collection site, laboratory, and MRO on behalf of the County and in

____ COUNTY INITIALS

CONTRACTOR INITIALS SB

accordance with 49CFR Part 382 and 49CFR Part 40. Results may be distributed via mail, fax, or email.

6. The County remains ultimately responsible to insure that all aspects of their drug and alcohol testing program comply with the Department of Transportation requirements. This includes submitting to the required testing when notified by the Contractor and following other procedures as outlined in 49 CFR Part 40 and 382. In the event that the County does not perform tests as required, does not follow procedures as outlined in the regulations, or is generally noncompliant, the Contractor reserves the right to expel the member from the consortium and to report them for non-compliance to the appropriate agency.
7. The Contractor will insure that all testing is accomplished in accordance with the Department of Transportation requirements and will maintain copies of MRO Certification and documentation that verified that a lab is authorized by the Department of Transportation.
8. The County will have access to all testing records when necessary. In special instances when the Department of Transportation requests to review records within three days, a verbal request by the owner for the records will be confirmed by letter from the Contractor. The records will be hand delivered to the County and the County agrees to handle all test records in accordance with Department of Transportation regulations.
9. The DER is authorized to take immediate action to remove an employee from safety sensitive duties or cause an employee to be removed from these duties and to make required decisions in the testing evaluation process. The DER is authorized to receive test results and other communications for the employer, consistent with the requirements of 49 CFR Part 40. The County will notify the Contractor, in writing, of any changes to the DER within 15 days of the changes.

The DER for the Plumas County Road Department is: Damien Frank

____ COUNTY INITIALS


CONTRACTOR INITIALS *SB*

EXHIBIT B

Terms of Payment

1. The County enrollment covered by this agreement is \$110.00 (One Hundred Ten Dollars) per year. Driver enrollment fee is \$28.00 (Twenty-eight Dollars) per driver per year. Enrollment fees will be paid in full on or before January 1, 2019. Enrollment period in the Random Test Selection Pool, for purposes of this contract, will be January 1, 2019 through December 31, 2021.
2. In the event that the enrolled drivers are selected for random drug and/or alcohol testing, County will be billed at the rate of \$67.00 (Sixty Seven Dollars) per drug test when the test is done at an approved collection site or by a mobile collector. When testing is conducted on-site by a mobile collector, an additional charge of \$0.56 (Fifty-Six Cents) per mile will apply. Alcohol tests will be billed at the rate of \$40.00 (Forty Dollars) each. Pre-Employment, Post-Accident, Reasonable Suspicion and other tests will be billed at the same rates indicated above
3. If a representative of the Contractor does not receive prior notification of a cancelled test and arrives on site for a scheduled test to find that the test was cancelled and/or the driver is not available for testing, there will be a charge of \$0.56 (Fifty-Six Cents) per mile and \$30.00 (Thirty Dollars) per hour wait time.
4. If a Contractor collector out of the Quincy office, or designated collection site, is called out after normal business hours (normal business hours are 8AM-5PM, Monday-Friday, excluding holidays) for testing, the call out fee will be \$100 (One Hundred Dollars) per hour in addition to any testing and mileage charges. If a testing site has different charges, those will apply and the County will be given a copy of those itemized charges.
5. On request of the County, the Contractor will, transfer all records pertaining to the employer and its employees to the employer or to any other service agent the employer designated. The Contractor will carry out this transfer as soon as it is requested. There will be an administrative fee of \$75.00 (Seventy-Five Dollars) to cover the administrative costs associated with this transfer. If the Contractor plans to go out of business, merge with another entity, or be bought out by another business, the Contractor will notify the County immediately of the change and offer to transfer the employer's records.
6. The Contractor reserves the right to make adjustments to the fees in response to fuel costs or other costs associated with these services. The County will receive thirty days written notice on these adjustments and will be invited to respond.
7. All invoices are due and payable within 30 days of service. A finance charge of 2% will be applied monthly to all unpaid charges over 30 days.

____ COUNTY INITIALS

CONTRACTOR INITIALS 



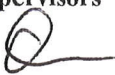
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

JK

Memorandum

DATE: December 3, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of December 11, 2018

It is recommended that the Board:

Approve and sign amendment to contract #PCSO00007 between the Plumas County Sheriff's Office (PCSO) and High Sierra Supply, Inc. dba Sierra Concrete.

Background and Discussion:

The previously extended term of this contract was 10/15/16 – 12/31/18, however, the all the required services were not provided within that time frame as was anticipated because of infrastructure problems at the construction site, Radio Hill in Quincy. The contract was extended twice already, with a current ending date of 12/31/18. Problems with wireless carriers resolving underground utility issues on Radio Hill and the same carrier's construction at the site prevented the construction from being completed in the extended term. This requires a third contract extension term. This second amendment runs from 1/1/19-6/30/19 to allow the project to be completed. Additionally the planned method for placement of the previously purchased communication shelter by County personnel is now not feasible with the changes at the site. This shelter placement will require an alternate method that this contractor has graciously agreed to provide. The additional work requires an increase in the original contract compensation of \$68,280 to \$73,280.

The purpose of this contract is for the construction of a footing foundation for a communication tower and vault located at Radio Hill.

Agreement has been approved as to form by County Counsel.

THIRD AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND HIGH SIERRA SUPPLY

This Second Amendment to Agreement ("Amendment") is made on December 11, 2018, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Supply, Inc-DBA Sierra Concrete ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and High Sierra Supply, Inc-DBA Sierra Concrete have entered into a written Agreement dated December 12, 2016, (the "Agreement"), in which High Sierra Supply, Inc-DBA Sierra Concrete agreed to provide radio tower foundation construction services to Plumas County.
 - b. Because of unforeseen circumstances beyond the control of both parties and additional work in the form of cranes service to unload and place the vault that needs to be completed outside the terms and deliverables of the original agreement requiring an increase in available funding of \$5,000 the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2. "Compensation" is amended to read as follows:

County shall pay Contractor for services provided to County pursuant to this agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this agreement shall not exceed Seventy Three Thousand Two Hundred Eighty Dollars (\$73,280).
 - b. The following paragraph 3. "Term" is amended as follows:

The term of this agreement is extended beyond the expiration date of December 31, 2017 through June 30, 2019 unless terminated earlier as provided by the original Agreement.

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated December 21, 2016 and any amendments thereto, shall remain unchanged and in full force and effect.

Contractor:

High Sierra Supply, Inc-DBA Sierra Concrete,
A California Corporation

County:

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

By:_____

Name: Tom Vagliveio

Title: President – CEO

Date Signed:_____

By:_____

Name: Lori Simpson

Title: Chair-Board of Supervisors

Date Signed:_____

Approved as to form:

Craig Settlemyre
County Counsel

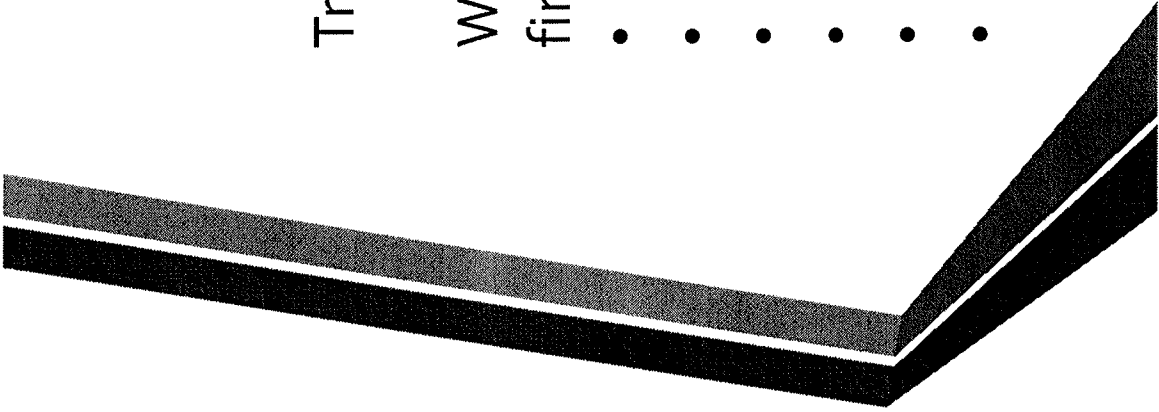
Date

Trinidade

Insurance Fund

Joint Powers Authority

2A



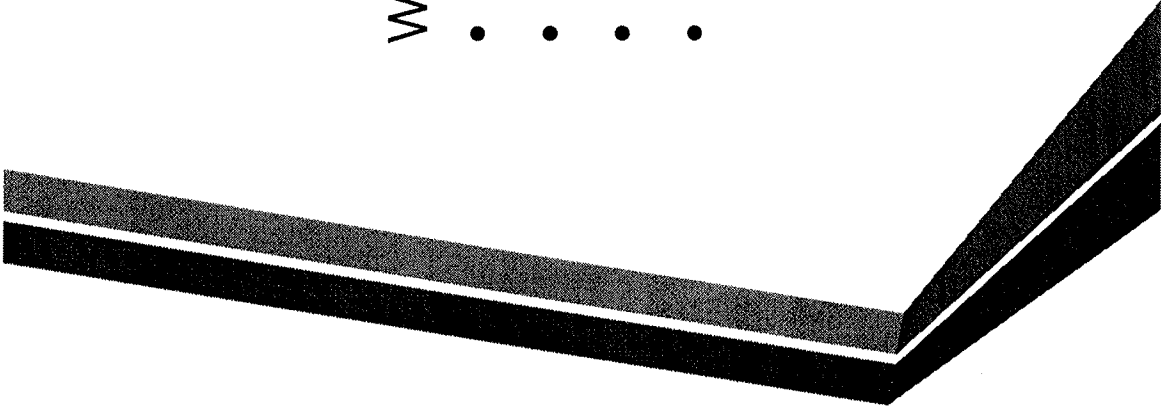
Established in 1980

Trindel is a Joint Powers Authority.

We Provide members with the most cost effective risk financing mechanisms for:

- Workers' Compensation
- Liability
- Property
- Pollution
- Medical Malpractice
- And other casualty coverages

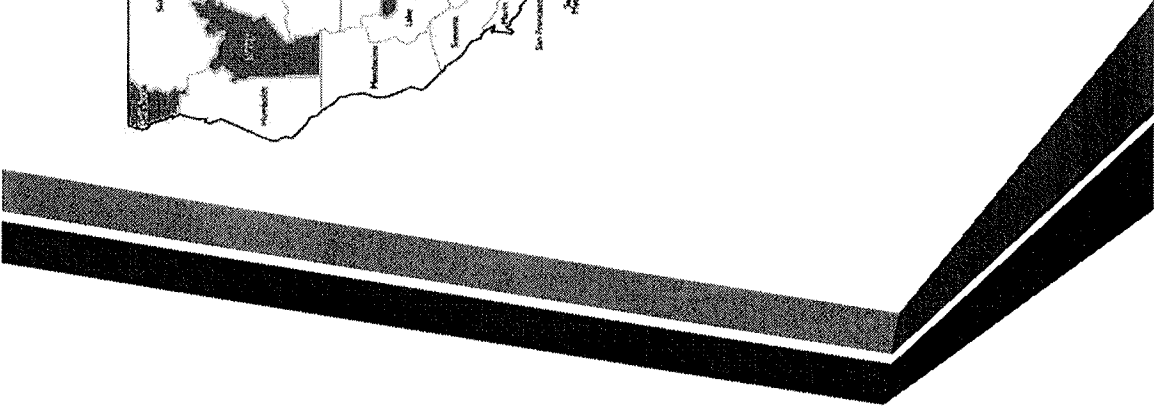
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Mission

We manage these programs to assure:

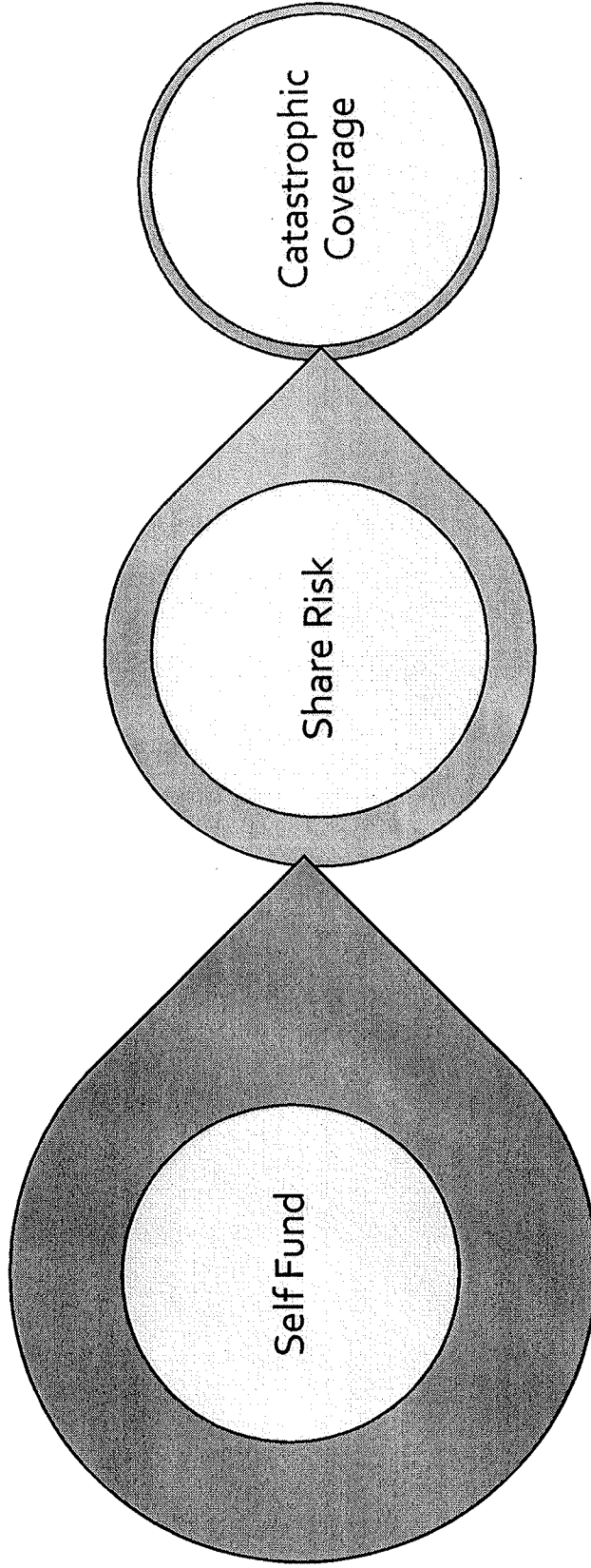
- Fiscal soundness
- Superior service
- Stability of cost
- Effective loss prevention and educational programs to benefit and meet the public, the employees and the Counties' needs.



• Alpine County	1986
• Colusa County	1986
• Del Norte County	1980
• Lassen County	1986
• Modoc County	1986
• Mono County	2000
• Plumas County	2010
• San Benito County	1991
• Sierra County	1986
• Sutter County	2014
• Trinity County	1980

1986
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Financing Mechanisms



Loss Prevention

Safety

Leadership

LPS/HR

DSR

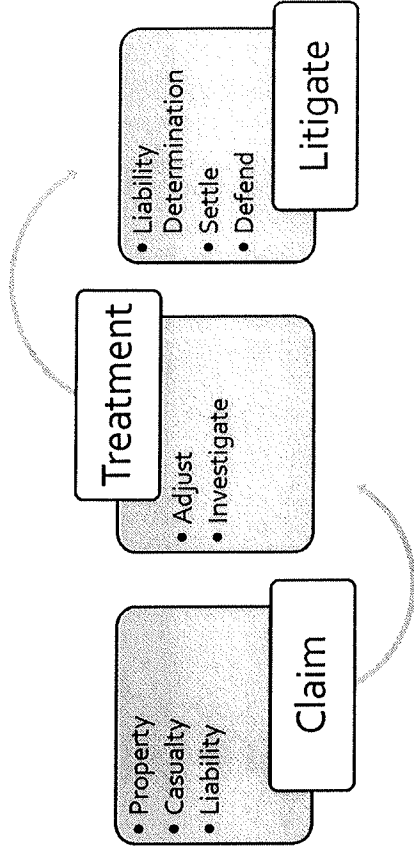
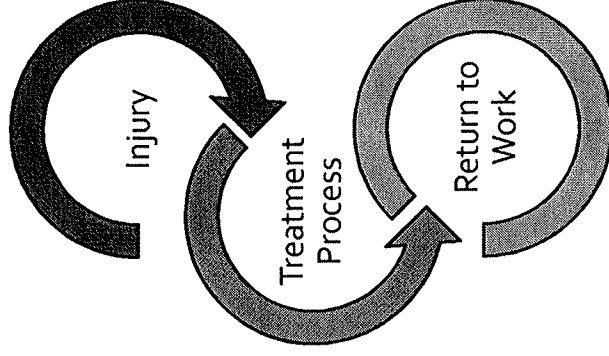
Law

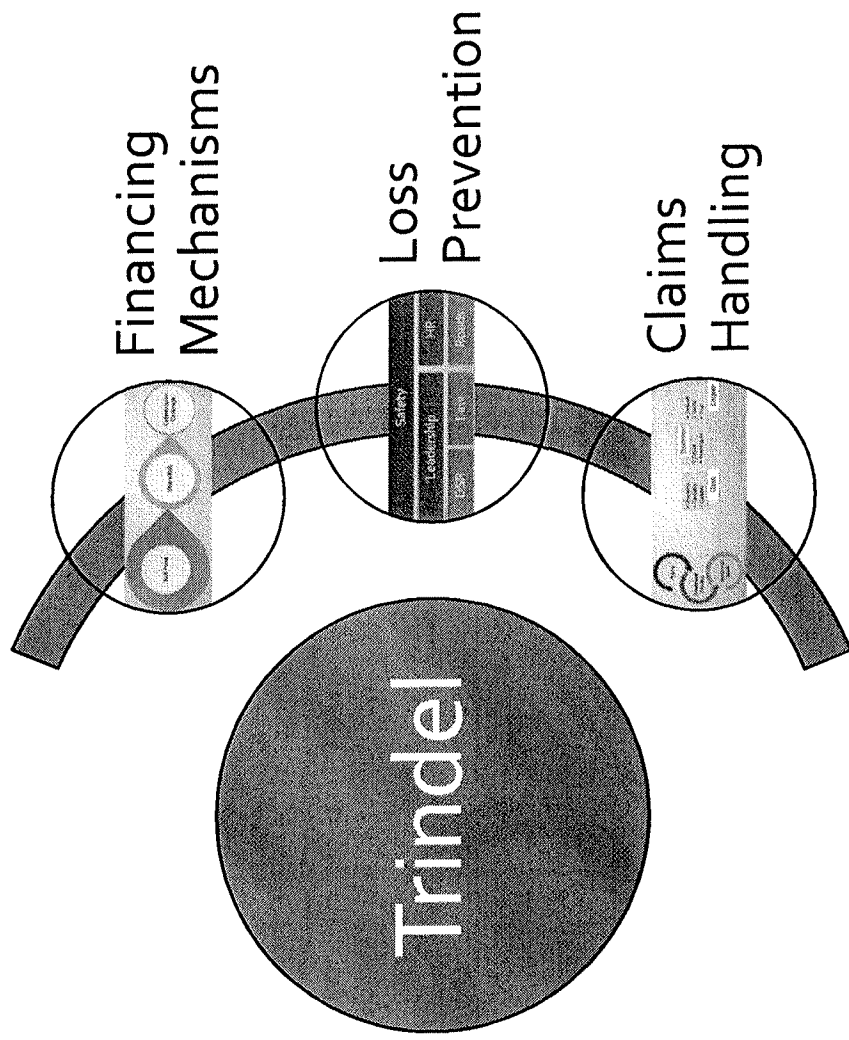
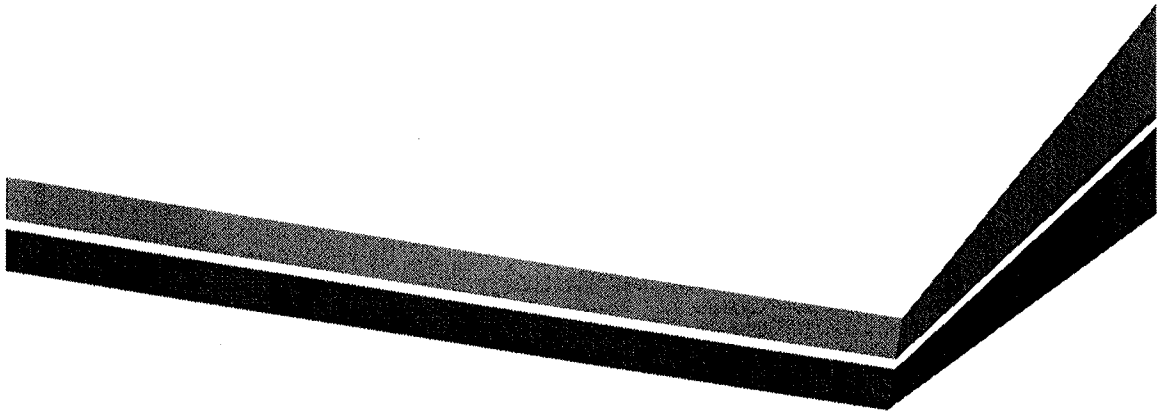
Roads

Claims Handling

Workers' Compensation

Liability / Property





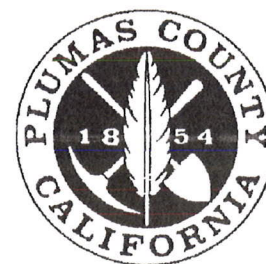
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DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: November 20, 2018

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
DECEMBER 11, 2018**

**RE: APPROVE RESOLUTION TO AMEND THE JOB
CLASSIFICATIONS AFFECTED BY SCHEDULE FOR
CALIFORNIA MINIMUM WAGE RATE FOR 2017-2023
EFFECTIVE JANUARY 1, 2019**

IT IS RECOMMENDED THAT THE BOARD:

Approve Resolution to amend job classification wage ranges affected by the increase in minimum wage based on the Schedule for California Wage Rate 2017-2023. The minimum wage for 2019 is set at \$12.00 per hour and will increase for the next three (3) years an additional dollar per year. The minimum wage increase will cap in 2022 at \$15.00 per hour.

BACKGROUND AND DISCUSSIONS

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries increased to \$10.50 per hour. Although we have increased wage rates over the past two years with cost of living increases, we currently have job classifications that fall below the minimum wage threshold of \$12.00 per hour.

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

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

Schedule for California Minimum Wage rate 2017-2023

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

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

The attached resolution provides the list of Job Classifications that are affected by the new 2019 minimum wage of \$12.00 an hour. This new increase also affects those positions that are considered a progressive series of classifications. For example, Office Assistant I Probation is listed as \$11.00 per hour and by increasing this classification range to \$12.00, the new minimum wage, this affects the Office Assistant II and Office Assistant III entry wages. Keeping the wage ranges consistent with five percent (5%) step increases for this classification series.

In looking forward, I have compiled a list of job classifications that will be affected in the next four (4) years according to the Schedule for California Minimum Wage Rate 2017 – 2023, as outlined in Exhibit A. The minimum wage increases will affect four departments' personnel budgets. By increasing the base wages due to minimum wage adjustments, some employees will receive wage increases. Exhibit B outlines those wage increases for the various positions in each department. I recommend that the Board adopt the attached Resolution with an effective date of January 1, 2019.

RESOLUTION NO. 2019- _____

**RESOLUTION TO AMEND FISCAL YEAR 2018-2019 JOB CLASSIFICATIONS
AFFECTED BY CALIFORNIA MINIMUM WAGE RATE SCHEDULE 2017-2023**

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

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

WHEREAS, this needed update was recognized by the Human Resources Director who is now requesting approval of this resolution to amend the 2018-2019 job classification wage rates; and

WHEREAS, the effective date of these Resolution will be effective January 1, 2019 in accordance with Schedule for California Minimum Wage Rate 2018-2019; 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 positions based on the Schedule for California Minimum Wage Rate:

Job Classifications	Unit	Previous Rate	New 2018 Rate
Assistant Cook	GEN	\$11.00	\$12.00
Branch Library Assistant I	GEN	\$11.99	\$12.00
Branch Library Assistant II	GEN	\$13.08	\$13.23
Custodian	GEN	\$11.98	\$12.00
Fiscal & Technical Services Assistant I	GEN	\$11.69	\$12.00
Fiscal & Technical Services Assistant II	GEN	\$12.90	\$13.54
Fiscal & Technical Services Assistant III	GEN	\$14.22	\$14.93
Head Cook	GEN	\$11.55	\$12.60
Engineering Aide	GEN	\$11.00	\$12.00
Health Aide I	GEN	\$11.00	\$12.00
Health Aide II	GEN	\$11.55	\$12.60
Library Aide	GEN	\$11.00	\$12.00
Library Literacy Clerk	GEN	\$11.00	\$12.00
Library Technician	GEN	\$11.99	\$13.23
Library Literacy Program Assistant I	GEN	\$11.98	\$12.00

<u>Job Classifications</u>	<u>Unit</u>	<u>Previous Rate</u>	<u>New 2018 Rate</u>
Library Literacy			
Program Assistant II	GEN	\$13.22	\$13.23
Office Assistant I	PROB	\$11.00	\$12.00
Office Assistant II	PROB	\$11.63	\$12.60
Office Assistant III	PROB	\$12.69	\$13.23
Prevention Aide	GEN	\$11.00	\$12.00
Site Manager	GEN	\$12.58	\$13.23

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 11th day of December, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A

Updated 11/20/2018

Minimum Wage Forecast

		\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate	Proposed	Proposed	Proposed	Proposed
Assistant Cook	GEN	\$ 11.00	\$ 12.00			*
Auditor Accounting Tech	GEN	\$ 12.90		*		
Auditor Account Clerk I	GEN	\$ 13.95			*	
Auditor Account Clerk II	GEN	\$ 15.40			*	
Branch Library Assistant I	GEN	\$ 11.99	\$ 12.00			
Branch Library Assistant II	GEN	\$ 13.08	\$13.23			
Custodian	GEN	\$ 11.98	\$12.00			
BH Administrative Assist I	GEN	\$ 13.55			*	
BH Administrative Assist II	GEN	\$ 14.94			*	
Bldg & Grounds Maintenance Worker I	GEN	\$ 13.22			*	
Bldg & Grounds Maintenance Worker II	GEN	\$ 14.58			*	
Bldg & Grounds Maintenance Worker III	GEN	\$ 16.07			*	
Child Support Assistant	GEN	\$ 12.90		*		
Child Support Specialist I	GEN	\$ 13.55			*	
Child Support Specialist II	GEN	\$ 14.94			*	
Child Support Specialist III	GEN	\$ 16.47			*	
Deputy Clerk Recorder I	GEN	\$ 12.90		*		
Deputy Clerk Recorder II	GEN	\$ 14.22		*		
Driver I	GEN	\$ 13.22			*	
Driver II	GEN	\$ 13.89			*	
Driver III	GEN	\$ 14.58			*	
Election Services Assistant I	GEN	\$ 12.90		*		
Election Services Assistant II	GEN	\$ 14.23		*		
Engineering Aide	GEN	\$ 11.00	\$ 12.00			*
Eligibility Specialist I	GEN	\$ 14.38				*
Eligibility Specialist II	GEN	\$ 15.81				*
Eligibility Specialist III	GEN	\$ 17.64				*
Fiscal & Technical Services Assistant I	GEN	\$ 11.69	\$ 12.00			
Fiscal & Technical Services Assistant II	GEN	\$ 12.90	\$ 13.54	*		
Fiscal & Technical Services Assistant III	GEN	\$ 14.22	\$ 14.93	*		
Grant Compliance Assistant	GEN	\$ 14.22				*

Exhibit A

Updated 11/20/2018

Minimum Wage Forecast

Minimum Wage Forecast			\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate	Proposed	Proposed	Proposed	Proposed
Head Cook	GEN	\$11.55	\$12.60			
Health Aide I	GEN	\$11.00	\$12.00			
Health Aide II	GEN	\$11.55	\$12.60			
Legal Services Assistant I	GEN	\$ 12.90		*		
Legal Services Assistant II	GEN	\$ 14.22		*		
Legal Services Assistant I	PROB	\$ 12.70		*		
Legal Services Assistant II	PROB	\$ 14.00		*		
Library Aide	GEN	\$11.00	\$12.00			
Library Literacy Clerk	GEN	\$11.00	\$12.00			
Library Literacy Program Assistant I	GEN	\$ 11.98	\$12.00			
Library Literacy Program Assistant II	GEN	\$ 13.22	\$13.23			
Library Technician	GEN	\$ 11.99	\$13.23			
Library Literacy Program Coordinator	GEN	\$ 14.94				*
Museum Registrar	GEN	\$ 14.22				*
						*
Office Assistant I	GEN	\$ 13.26		*		
Office Assistant II	GEN	\$ 13.92		*		
Probation Assistant	PROB	\$ 14.70				*
Property Tax Technician	GEN	\$ 12.90		*		
Property Tax Specialist I	GEN	\$ 13.95		*		
Property Tax Specialist II	GEN	\$ 15.40		*		
Public Works Maintenance Worker I	C&T	\$ 13.22			*	
Public Works Maintenance Worker II	C&T	\$ 14.58			*	
Records Management Tech I	GEN	\$ 12.90		*		
Records Management Tech II	GEN	\$ 14.22		*		
Recording Secretary	GEN	\$ 14.94				*
Secretary	GEN	\$ 12.29		*		
Site Manager	GEN	\$ 12.58		*		
Social Worker Aide	GEN	\$ 14.22				*

Exhibit A

Updated 11/20/2018

Minimum Wage Forecast

Minimum Wage Forecast			\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00
		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate	Proposed	Proposed	Proposed	Proposed
Treasurer Tax Specialist I	GEN	\$ 13.95			*	
Treasurer Tax Specialist II	GEN	\$ 15.40			*	
Treasurer Tax Technician	GEN	\$ 14.84				*
Veterans Service Representative I	GEN	\$ 14.94				*
Veterans Service Representative II	GEN	\$ 16.47				*
Victim Witness Advocate	GEN	\$ 14.93				*

Exhibit B

Fiscal & Technical Services Assistant I/II/III

11/26/2018

Six Months

Public Works

Name

Step	FTE	Current Range	Annual Wage	FICA	PERS	TOTAL
9	1	\$ 21.06	\$ 21,902.40	\$ 1,675.53	\$ 4,949.94	\$ 28,548.94
		New Range				
		\$ 22.11	\$ 22,994.40	\$ 1,759.07	\$ 5,196.73	\$ 29,972.32
7	1	\$ 19.09	\$ 19,853.60	\$ 1,518.80	\$ 4,486.91	\$ 25,878.40
		\$ 20.04	\$ 20,841.60	\$ 1,594.38	\$ 4,710.20	\$ 27,166.22
						\$ (1,287.82)
						Total \$ (2,711.20)

Additional Funds
\$ (1,423.38)

Social Services

10	1	\$ 22.12	\$ 23,004.80	\$ 1,759.87	\$ 5,199.08	\$ 29,985.87
		\$ 23.22	\$ 24,148.80	\$ 1,847.38	\$ 5,457.63	\$ 31,477.03
						\$ (1,491.16)
3	1	\$ 14.23	\$ 14,799.20	\$ 1,132.14	\$ 3,344.62	\$ 19,290.19
		\$ 14.94	\$ 15,537.60	\$ 1,188.63	\$ 3,511.50	\$ 20,252.66
						\$ (962.48)
						Total \$ (2,453.64)

Minimum Wage Increases

11/26/2018

Public Health

Six Months

Site Manager

Name

Step	FTE	Current Range	Annual Wage	FICA	PERS	TOTAL	
5	0.75	\$ 15.31	\$ 11,941.80	\$ 913.55	\$ 2,698.85	\$ 15,569.50	
		New Range					
		\$ 16.10	\$ 12,558.00	\$ 960.69	\$ 2,838.11	\$ 16,372.90	Additional Funds
							\$ (803.39)
2	0.5	\$ 13.21	\$ 6,869.20	\$ 525.49	\$ 1,552.44	\$ 8,960.34	
		\$ 13.90	\$ 7,228.00	\$ 552.94	\$ 1,633.53	\$ 9,428.37	
							\$ (468.03)
8	0.75	\$ 17.74	\$ 13,837.20	\$ 1,058.55	\$ 3,127.21	\$ 18,040.69	
		\$ 18.65	\$ 14,547.00	\$ 1,112.85	\$ 3,287.62	\$ 18,966.12	
							\$ (925.42)

Head Cooks

8	0.875	\$ 16.28	\$ 12,698.40	\$ 971.43	\$ 2,869.84	\$ 16,555.95	
		\$ 17.76	\$ 13,852.80	\$ 1,059.74	\$ 3,130.73	\$ 18,061.03	
							\$ (1,505.09)
5	0.875	\$ 14.05	\$ 10,959.00	\$ 838.36	\$ 2,476.73	\$ 14,288.15	
		\$ 15.33	\$ 11,957.40	\$ 914.74	\$ 2,702.37	\$ 15,589.84	
							\$ (1,301.70)
5	0.875	14.05	\$ 10,959.00	\$ 838.36	\$ 2,476.73	\$ 14,288.15	
		15.33	\$ 11,957.40	\$ 914.74	\$ 2,702.37	\$ 15,589.84	
							\$ (1,301.70)

Assistant Cook

4	0.625	12.74	\$ 8,281.00	\$ 633.50	\$ 1,871.51	\$ 10,798.74	
		13.9	\$ 9,035.00	\$ 691.18	\$ 2,041.91	\$ 11,781.99	\$ (983.25)
2	0.875	11.55	\$ 10,510.50	\$ 804.05	\$ 2,375.37	\$ 13,701.48	
		12.6	\$ 11,466.00	\$ 877.15	\$ 2,591.32	\$ 14,947.07	\$ (1,245.59)
1	6.25	11	\$ 3,861.00	\$ 295.37	\$ 872.59	\$ 5,039.95	
		12	\$ 4,212.00	\$ 322.22	\$ 951.91	\$ 5,498.13	\$ (458.18)
						Total	\$ (8,992.33)

Minimum Wage Increases

11/26/2018

Library

Six Months

Fiscal & Technical Services Assistant

Name	Step	FTE	Current R.	Annual Wage	FICA	PERS	TOTAL	
	6	0.625	\$ 16.49	\$ 10,718.50	\$ 819.97	\$ 2,422.38	\$ 13,977.34	
			New Range					
			\$ 17.31	\$ 11,251.50	\$ 860.74	\$ 2,542.84	\$ 14,672.39	Additional Funds
								\$ (695.05)

Library / Literacy Program Assistant I/II

II	5	0.475	\$ 16.09	\$ 10,458.50	\$ 800.08	\$ 2,363.62	\$ 13,638.29	
			\$ 16.10	\$ 10,465.00	\$ 800.57	\$ 2,365.09	\$ 13,646.76	
								\$ (8.48)
I	6	0.475	\$ 15.32	\$ 9,958.00	\$ 761.79	\$ 2,250.51	\$ 12,985.62	
			\$ 15.33	\$ 9,964.50	\$ 762.28	\$ 2,251.98	\$ 12,994.09	
								\$ (8.48)

Library Technican

	6	1	15.31	\$ 9,951.50	\$ 761.29	\$ 2,249.04	\$ 12,977.14	
			16.91	\$ 10,991.50	\$ 840.85	\$ 2,484.08	\$ 14,333.34	
								\$ (1,356.20)
							Total	\$ (2,068.21)



Plumas County Environmental Health

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

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

2c

Date: November 29, 2018

To: Honorable Board of Supervisors

From: Jerry Sipe, Environmental Health

RE: Board of Supervisors Agenda Item for December 11, 2018

Recommendation: Adopt a resolution amending the county's master fee schedule for the operation of underground tanks storing hazardous materials. Discussion and possible action.

Background and Discussion: On November 13, the Board adopted Ordinance 18-1115 which changes the term of permits for underground tanks storing hazardous materials from one (1) to five (5) years. The new permit term does not decrease the leak detection, monitoring, reporting or inspection requirements for these facilities. Environmental Health still must inspect each underground tank facility annually, and the owner must perform specified maintenance, keep various records and file certain reports every year.

Because annual oversight responsibilities remain unchanged, Environmental Health recommends keeping the current annual underground tank oversight fee process. However, the fee is currently called "CUPA Underground Storage Tank Permit" and changing the permit term would suggest this fee is only due every 5 years. To help clarify this, I recommend changing just the title of the fee to "CUPA Underground Storage Tank Annual Operation". This action would make the Board's intent clear for Environmental Health to continue charging the current annual fee. Regulated businesses would not see any changes in the annual billing amount or process.

In summary, it is recommended that the Board of Supervisors adopt a resolution amending the county's master fee schedule for the operation of underground tanks. The attached resolution including the fee methodology attachment has been reviewed and approved as to form by County Counsel.

If you have any questions, please contact me at 283-6367. Thank you.

Plumas County Resolution Number _____

**A RESOLUTION UPDATING UNDERGROUND STORAGE TANK ANNUAL
OPERATING FEE FOR ENVIRONMENTAL HEALTH**

WHEREAS, the Board of Supervisors has previously adopted a Master Fee Schedule establishing service fees for County departments including Environmental Health by Resolution 17-8231; and

WHEREAS, the Board of Supervisors recently approved ordinance 18-1115 updating Title 6 Chapter 13 of Plumas County Code to be consistent with the California Health and Safety Code regarding the 5 year term for permits to operate underground tanks while retaining the annual oversight fee for underground storage tank operation; and

WHEREAS, Environmental Health has reviewed the current underground storage tank fee for service and has determined that it accurately reflects the annual cost of providing the mandated oversight service; and

WHEREAS, the current and updated CUPA Element: Underground Storage Tank Annual Operation methodology worksheet is attached as Exhibit "A" to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors that Resolution 17-8231 is hereby amended to incorporate the fee and description set forth in Exhibit "A" for Environmental Health. Be it further resolved that the Board of Supervisors reserves authority to waive all or a portion of any of these fees in the public interest when the fee is charged to a local public entity.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on December 11, 2018 by the following vote:

Ayes:

Noes:

Absent:


Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Approved as to form:

 11/29/18
Gretchen Stuhr
Deputy Plumas County Counsel

Attachment A
Methodology Worksheet to Determine
Fee, Charge or Assessment
For FY 18/19

Date of Last Change: **Apr-17**

CCR	Title 27
Code	Section

Department: Environmental Health
 Dept. # **20550** Fund # **0001**
 Program: Hazardous Materials

1 CUPA Element: Underground Storage Tank Annual Operation
(Common Name of Service)

2 Departmental Overhead

- A. Determine annual salary and benefit cost per overhead employee \$143,021
 (Reference budget for salary and
 benefit totals).
 Detail calculation for each employee.

<u>Director of Environmental Health</u>	<u>\$ 143,021.00</u>

Note: Overhead employees are those that provide general direction or support to the department (Department head, secretary, assistant department head, account clerk, supervisor).

- B. General Service/Supply costs to department \$12,078
 (copy machine, training, maintenance
 contracts, janitorial, etc.).

Envision Database	\$ 12,078.00
	\$ -
	\$ -
	\$ -

- C. Other general charges (detail) \$208,618

A-87 Cost Plan Allocation	\$ 194,892.00
Liability Self-fund Insurance	\$ 7,098.00
OPEB Liability	\$ -
Annex Security	\$ 6,628.00

Total Departmental Overhead Cost (2A through 2C)	<u>\$363,717</u>
--	------------------

- 3 Estimate total percentage of staff hours spent on this services per month or year. (circle)

1.25%

- 4 Multiply the Total Departmental Overhead cost by the percentage in #3 (example 15% x \$50,000=\$7,500)

Total overhead cost related to this specific service

\$4,546

5 Direct costs

- A. As noted in #2, determine the total cost for each person in the department who spends any time on this service. Compute their hourly rate by dividing their total salary and benefit cost (plus \$1,010 each for general insurance costs) by 1656 hours. (Example-\$23,781 divided by 1656 hours equal an hourly rate of \$14.36 per hour). If several employees provide the service, you may average their annual salary and benefit cost. (Detail this calculation for each employee).

Environmental Health Specialist	\$ 56.00
Hazardous Mat. Specialist	\$ 59.03
Env. Health Tech	\$ -
Administrative Assistant II	\$ 37.13
Administrative Assistant I	\$ 26.20

- B. Determine the average amount of time that each person spends in providing the service, processing the permit, etc. Some activities will take longer, some less-determine the average. (Detail this calculation for each employee).

Environmental Health Specialist	hours
Hazardous Mat. Specialist	240.00 hours
Env. Health Tech	hours
Administrative Assistant II	60.00 hours
Administrative Assistant I	hours

- C. Multiply the average time requirement for each employee or class of employee by the average hourly rate. (Detail calculation per employee).

Environmental Health Specialist	\$ 56.00	x	0.00	=	\$ -
Hazardous Mat. Specialist	\$ 59.03	x	240.00	=	\$ 14,168.26
Env. Health Tech	\$ -	x	0.00	=	\$ -
Administrative Assistant II	\$ 37.13	x	60.00	=	\$ 2,228.04
Administrative Assistant I	\$ 26.20	x	0.00	=	\$ -

Total Employee Costs for this activity

\$ 16,396

D.	Determine the average cost for service and supply (paper, photo copy, postage, envelopes, mileage cost, pass through sub-contractor cost, telephone etc).	\$	<u>175</u>
	<u>Total Direct Costs</u>		
	<u>Hazardous Materials</u>	\$	<u>291</u>
E.	Other special equipment (life of equipment divided by number of uses per year) or special costs (detail costs).		<u>\$0</u>
	<u></u>		
	<u></u>		
	Total of all Direct charges (5A through 5E)		<u><u>\$16,571</u></u>
6	Total of all Overhead and Direct charges (4 plus 5)		<u><u>\$21,117</u></u>
7	Indirect overhead cost Multiply the total overhead and direct costs by 6.15% the applicable percentage from the County's Cost Allocation Plan		<u><u>\$1,299</u></u>
8	Total overhead, direct and indirect cost of service (6 plus 7)		<u><u>\$22,416</u></u>
8a	Subtract State Program Subsidy (if applicable)		<u><u>\$12,000</u></u>
8b	Subtotal User Cost of Service		<u><u>\$10,416</u></u>
9	Average number of permits or services per year.	<u>59</u>	
10	Average cost of processing each permit or providing a service (divide #8 by #9) round up or down to nearest dollar.		<u><u>\$177</u></u>
11	Recommended fee, charge or assessment (please explain if the recommended charge is less that cost of providing the service - other than rounding).		<u><u>\$177</u></u>

Comments:

3B

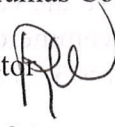


PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971 www.countyofplumas.com
(530) 283-7011

DATE: December 11, 2018

TO: Honorable Chair and Board Members of the Plumas County Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director 

RE: Request for direction regarding development of Commercial Cannabis Ordinance(s) for the County of Plumas.

Background:

On November 27, 2017 the Board of Supervisors extended the Uncodified Urgency Ordinance imposing a temporary moratorium on cultivation of cannabis in the unincorporated areas of Plumas County. This moratorium on commercial cannabis cultivation expires on October 12, 2019, which is 22 months and 15 days from passage.

Background Activities:

Board of Supervisors appoints a "Cannabis Working Group" that meets from October 20, 2016 to November 9, 2017. The Cannabis Working Group developed a potential commercial cannabis ordinance. The Board on November 7, 2017 decided to disband the Cannabis Working Group.

On November 7, 2017 a citizens' group, Citizens Group For A Responsible Cannabis Ordinance provides a draft ordinance to both the Board of Supervisors and the Planning Commission.

On November 7, 2017 the Board of Supervisors referred the proposed ordinances, Cannabis Working Group and Citizens Group For A Responsible Cannabis Ordinance to the Planning Commission for review and recommendation.

On May 1, 2018 the Elections Official certified an initiative petition by Scott/Bunch for a commercial cannabis ordinance to the Board of Supervisors. This initiative was designated "Measure 'B'" for election purposes.

On May 1, 2018 the Board of Supervisors requested the preparation of a report in accordance with Sections 9118 and 9119 of the California Elections Code regarding the initiative petition by Scott/Bunch.

On May 31, 2018 the Board of Supervisors adopted **RESOLUTION No. 18-8338** calling a Special Election and Consolidating it with the November 6, 2018 General Election for the purpose of Enabling the People of Plumas County to Vote on the Question of Whether an Initiative known as Measure “B” should be Adopted, Adding Title 11 to the Plumas County Code to License and Tax Medicinal and Adult Use Commercial Cannabis Activities.

On June 5, 2018, the Board of Supervisors also directed the Planning Commission to not take up the commercial cannabis ordinances pending the outcome of the election on Measure B.

On November 6, 2018 the voters of Plumas County did not approve Measure B, a citizen’s initiative regarding commercial cannabis activities within the unincorporated area of Plumas County. The vote was 3,259 (35.71%) yes and 5,868 (64.29%) no.

STAFF COMMENT:

Planning Department staff are seeking direction from the Board of Supervisors regarding any future development of a commercial cannabis ordinance(s) now that Measure B has not passed. The moratorium passed by the Board of Supervisors comes from Government Code Section 65858, which is land use law. A potential cannabis ordinance would most likely be a land use ordinance. The Planning Commission is charged under Plumas County Code to make recommendations to the Board regarding the land use regulations of Plumas County.

Some Potential Options and Potential CEQA Issues with these Options:

Direct the Planning Commission to consider and make recommendations regarding the Cannabis Working Group Ordinance.	Commercial Cannabis activities would be discretionary as this ordinance requires Special Use Permits for Commercial Cannabis Activities.	Ordinance CEQA Exempt with CEQA applying to the discretionary Special Use Permits individually.
Direct the Planning Commission to consider and make recommendations regarding the <u>Citizens Group For A Responsible Cannabis Ordinance</u> .	Allows no commercial cannabis activities and requires all cultivation be indoors, including 6 plants for personal cultivation.	Ordinance is <u>Not</u> CEQA exempt as indoor requirement may have significant impacts including, but not limited to energy usage.
Direct the Planning Commission to consider both the Cannabis Working Group Ordinance and the <u>Citizens For A Responsible Cannabis Ordinance</u> and/or any other	Unknown what such ordinance would be.	Ordinance may <u>Not</u> be CEQA exempt if the resulting ordinance allows some or all cannabis activities by right and as such not by a discretionary Special Use

options and make a recommendation on an ordinance to the Board of Supervisors.		Permit or if there is a strict requirement for only indoor cultivation, or other potential signification impacts are identified with such ordinance.
Make the commercial cultivation moratorium into a permanent ban.	Allows no commercial cultivation of cannabis and maintains present status of allow 6 plants per residence.	No CEQA needed to put a ban in place.
Consider a making the commercial cannabis cultivation moratorium into a permanent ban and consider an ordinance requiring all personal cultivation of 6 cannabis plants per residence be indoors.	Allows no commercial cultivation of cannabis and maintains present status of allow 6 plants per residence, but requires such cultivation all be indoors.	Ordinance is <u>Not</u> CEQA exempt as indoor requirement may have significant impacts including, but not limited to energy usage.
Give other direction to staff		Unknown

Actions for Consideration

Staff recommends that the Board of Supervisors give the Planning Department direction.

40

Plumas County employees are

RECEIVED
OCT 02 2018
PLUMAS COUNTY
BOARD OF SUPERVISORS

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

1. Name of Claimant: Roxanne Jeskey

2. Date of Birth: _____ N/A 3. Gender (circle one): ☐ Male ☐ Female N/A

4. Mailing Address of Claimant:
P.O. Box 1542 Blairsdon CA 96103
Address City State Zip

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

Address City State Zip

6. Telephone Number of Claimant: (530) 927-9273

7. Incident Date: Month March Day 29 Year 2018

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
N/A

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

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

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Please see attached.

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		
_____	_____	_____	_____
Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

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

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

Signature Roxanne Jeskey

Date 9/27/2018

Roxanne Jeskey

Printed Name of Person Completing Claim

General Description of Claim:

The instant claim is made to redress the deprivation by multiple individuals, at all times acting under color of state law, of rights secured to Roxanne Jeskey under the United States Constitution, including the First and Fourteenth Amendments, the California State Constitution, and state law where applicable. The claim accrued on or about March 29, 2018.

Ms. Jeskey's child, Brennan P. ("Brennan") was, by means of judicial deception, illegally removed from the custody, care, and comfort of his mother and placed first in foster care, and then into a legal guardianship. Intentionally and with malice, case workers at the Plumas County Department of Social Services, Child Protective Services ("DSS") submitted reports to the juvenile dependency court which contained fabricated evidence and false, inaccurate, uncorroborated and misleading statements. The case workers intentionally fabricated evidence and hid exculpatory evidence in the juvenile court to prejudice and mislead the court against Ms. Jeskey to cause her harm.

DSS conspired to lie, make false allegations, obfuscate, and withhold evidence so as to obtain a juvenile court ruling that Brennan came within the provisions of California Welfare & Institutions Code section 300, to continue Brennan's dependent status under the "care," custody and control of the County, and to effectuate Brennan's placement into a legal guardianship against his wishes and in contravention of his best interests. DSS case workers and/or supervisors herein named as well as unknown individuals and employees of DSS failed and refused to disclose exculpatory information in their possession that contradicted or mitigated the allegations in the status review reports and other reports which DSS filed in the juvenile court and requested that the court follow so that Brennan could remain in the custody of DSS. All of said actions were undertaken for purposes not related to the health, safety, and welfare of Brennan P. and affecting his parent, Ms. Jeskey.

DSS knowingly and willingly, with a common intent and scheme, conspired to

injure Ms. Jeskey and deprive Ms. Jeskey of her rights, liberties, and interests as such rights are afforded her under the United States Constitution and the California State Constitution, and conspired generally to damage Ms. Jeskey and inflict great injury upon her with the intent of causing, and so causing, a violation of her rights under the U.S. Constitution and/or California State Constitution.

Plumas County is individually liable for damages sustained as the result of the wrongful conduct of DSS, as the conduct, acts, and omissions of the individual agents of the County was pursuant to a custom, policy, practice, or procedure of the County under which the individual DSS employees and/or agents committed and either intentionally or negligently caused, or were otherwise responsible for, the acts or omissions of said individuals.

The County employees and agents involved (as currently known) include: DSS program manager and assistant director Leslie Mohawk ("Mohawk"); DSS social worker supervisor Michael Yalung ("Yalung"); DSS case worker Debbie Wingate ("Wingate"); DSS case worker Carrie Little ("Little"); DSS case worker Ana Marmolejo ("Marmolejo"); and, William Abramson ("Abramson"), who was an officer, agent, and/or the functional equivalent of an employee of the County when Mr. Abramson performed the functions of a DSS case worker and acted in the capacity of a DSS case worker.

Each of the above named individuals are individuals described in Government Code section 820.21(a), and each of them, in committing repeated violations of Government Code section 820.21, did commit perjury, make misrepresentations to the court, fabricate evidence and fail to include exculpatory evidence in reports to the court or in discovery under the California Rules of Court. All such conduct was undertaken with malicious intent and/or reckless disregard for the rights and safety of Ms. Jeskey and her child.

Liability For Failure To Perform Mandatory Duties:

California Government Code section 815.6 provides:

Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty.

The California Department of Social Services duly promulgated the regulations set forth in the Department of Social Services Manual of Policies and Procedures (“DSS Manual” or “MPP”) pursuant to section 16501 of the California Welfare & Institutions Code. The regulations contained in the California Department of Social Services Manual are binding on DSS and impose mandatory duties upon it.

DSS intentionally and/or negligently failed to perform specific duties mandated by law pursuant to the following statutes and regulations: California Welfare & Institutions Code sections 361.5, 16501, 16501(a)(1), 16501(c), and 16507(a); DSS Manual regulations 31-125.22, 31.125.221, 31-206.21, 31-206.211, 31-206.22, 31-206.221, 31-210.1, 31-210.11, 31-210.12, 31-210.16, 31-230.15, 31-210.15, 31-210.151, 31-210.151(a), 32-206.5, 31-315.1, 31-315.2, 31-301.11, 31-315.31, and, 31-335.1.

The conduct of DSS as aforesaid is the actual and proximate cause of significant injury to Ms. Jeskey and as a result, Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Liability For Violation Of State Civil Rights (California Civil Code § 52.1):

DSS Case worker Marmolejo improperly interfered by threat, intimidation, and coercion with the exercise and enjoyment by Ms. Jeskey of her right to make medical decisions for her child, which right is secured by the Constitution of the United States. By their subsequent conduct, Yalung, Mohawk, and all known and unknown supervisory employees of DSS ratified the wrongful conduct of Marmolejo intentionally and/or recklessly or through improper discharge of their duties to oversee and supervise.

As the direct and proximate result of DSS's actions Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Marmolejo, Mohawk and Yalung were agents and employees of DSS acting within the scope of their employment and with DSS's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), a county is immune from liability if, and only if, the employee is immune. DSS case workers do not have discretion to improperly, and without any reasonable basis to believe that a child is in danger or has been harmed, interfere by threat, intimidation, and coercion with the exercise and enjoyment by parents of their right to make medical decisions for their children. The County is therefore vicariously responsible for the conduct of DSS employees under California Government Code section 815.2 and other applicable statutory and case law.

Additionally, Mohawk, Yalung, Wingate, Little, and Abramson, and each of them, by the use of threats, intimidation, and coercion, (or attempts to threaten, intimidate, or coerce), interfered with Ms. Jeskey's exercise and enjoyment of the rights secured by the United States Constitution and other federal laws, the Constitution and laws of the State of California, and her rights under California Government Code section 820.21 and California Civil Code section 52.1. Such conduct includes, but is not limited to: the unlawful removal and detention of Brennan through judicial deception; the continued detention of Brennan after any alleged basis for detention had been negated; and, the procuring of false testimony, fabrication of evidence, and the refusal to disclose exculpatory evidence in preparing and presenting reports and documents to the juvenile court in relation to dependency proceedings, all in violation of the right to familial association under the Due Process Clause of the Fourteenth Amendment.

DSS's conduct as aforesaid is the actual and proximate cause of significant injury to Ms. Jeskey, and as a result, Ms. Jeskey has suffered, and will continue to suffer, physical, mental, and emotional injury. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Mohawk, Yalung, Wingate, Little, and Abramson were agents and/or employees of DSS acting within the scope of their employment and with DSS's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), a county is immune from liability if, and only if, the employee is immune. Government Code section 820.2 l(a) provides as follows:

(a) Notwithstanding any other provision of the law, the civil immunity of juvenile court social workers, child protection workers, and other public employees authorized to initiate or conduct investigations or proceedings pursuant to Chapter 2 (commencing with Section 200) of Part 1 of Division 2 of the Welfare and Institutions Code shall not extend to any of the following, if committed with malice:

- (1) Perjury.*
- (2) Fabrication of evidence.*
- (3) Failure to disclose known exculpatory evidence.*
- (4) Obtaining testimony by duress, as defined in Section 1569 of the Civil Code, fraud, as defined in either Section 1572 or Section 1573 of the Civil Code, or undue influence, as defined in Section 1575 of the Civil Code.*

(b) As used in this section, "malice" means conduct that is intended by the person described in subdivision (a) to cause injury to the Ms. Jeskey or despicable conduct that is carried on by the person described in subdivision (a) with a willful and conscious disregard of the rights or safety of others.

The County is therefore vicariously responsible for the conduct of Mohawk, Yalung, Wingate, Little, and Abramson under California Government Code section 815.2 and other applicable statutory and case law.

Liability For Intentional Infliction of Emotional Distress:

Mohawk, Yalung, Wingate, Little, and Abramson, and each of them, engaged in extreme, outrageous, unlawful and unprivileged conduct including, but not limited to, fraudulently removing and detaining Brennan from the love and care of Ms. Jeskey, continuing to detain Brennan for an unreasonable period after any alleged basis for detention had been negated, presenting perjured testimony and fabricating evidence to support their knowingly false and malicious allegations that Brennan was being abused and/or neglected by his mother, failing to disclose exculpatory evidence, questioning and obtaining statements from Brennan through the use of undue influence, coercion, and duress, lying to Brennan about his mother, withholding court-ordered visitation between mother and child, and continuing to harass, insult, degrade and lie to Ms. Jeskey and otherwise interfere with her life.

Ms. Jeskey was vulnerable and dependent upon DSS in its exercise of control over her welfare as well as the welfare of her child. DSS was aware that Ms. Jeskey was vulnerable and dependent upon DSS in its exercise of control over her welfare as well as the welfare of her child. DSS stood in a position of power, authority, and trust with the juvenile court, which position of authority gave DSS power to affect Ms. Jeskey's interests. By intentionally submitting an inaccurate juvenile dependency petition, fabricated evidence and falsified court reports the case workers and their supervisors abused the power and authority of their respective positions. DSS knew that Ms. Jeskey was particularly vulnerable to emotional distress due to the position in which DSS had caused her and her family to be. DSS also knew that its conduct would likely result in harm to Ms. Jeskey due to mental distress.

DSS emotionally abused Ms. Jeskey's child and inflicted untold amounts of needless pain and suffering upon him, which in turn caused extreme emotional distress to Ms. Jeskey. The actions of DSS traumatized Ms. Jeskey and her family and brought instability and insecurity to Brennan's life. The traumatic ordeal has permanently

diminished Brennan's sense of security. Yet, DSS consistently and falsely reported to the juvenile court that Brennan was thriving in foster care and concealed his emotional deterioration from the court throughout the proceedings.

As the direct and proximate result of DSS's extreme and outrageous conduct, Ms. Jeskey suffered extreme emotional and physical distress, including, but not limited to, fright, nervousness, sleeplessness, anxiety, worry, mortification, shock, humiliation and indignity. Ms. Jeskey has sustained general and special damages and will incur attorney fees, costs and expenses.

Mohawk, Yalung, Little, Wingate and Abramson were agents and/or employees of the County and its entity DSS and were acting within the scope of their employment and with the County's permission and consent. Pursuant to California Government Code section 815.2(a), a county is liable for acts and omissions of its employees under the doctrine of respondeat superior to the same extent as a private employer. Under California Government Code section 815.2(b), the county is immune from liability if, and only if, the employee is immune. The County and its entity DSS are vicariously responsible for the conduct of Mohawk, Yalung, Little, Wingate and Abramson under California Government Code sections 815.2 and 820.21 and other applicable statutory and case law.

Nov. 6. 2018 9:05AM

Poswald, White & Brelsford

No. 6393 P. 1

4D

William L. Brelsford, Jr.
Joseph A. Androvich
R. Parker White
John M. Poswall OF COUNSEL

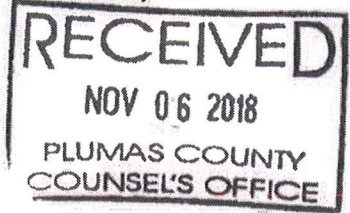
**Brelsford
Androvich
& White**
A Law Corporation

1001 G Street, Suite 301
Sacramento, CA 95814

T: 916.449.1300

F: 916.449.1320

W: baw-attorneys.com



November 5, 2018

Via FedEx and Facsimile: 530-283-6288

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

Re: Our Client/Patient: Jennifer McGuire
DOB: 05/01/1971
DOI: 05/08/2018

To Whom It May Concern:


Enclosed please find a Claim Form against Plumas County regarding the medical care and treatment rendered to our client, Jennifer McGuire, at Plumas District Hospital.

If this is not the correct claim form to be used against Plumas District Hospital or its employees, Benjamin Hunt, M.D., and Claude Freeze, CRNA, please advise of the proper claim protocol to be used in regards to hospitals and staff.

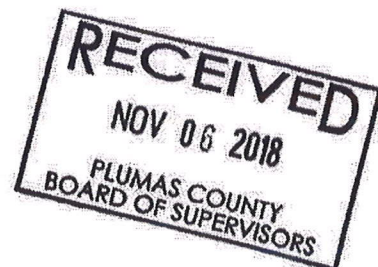
Thank you for your attention to this matter.

Very truly yours,

BRELSFORD, ANDROVICH & WHITE


JOSEPH A. ANDROVICH

JAA:kb
enclosure



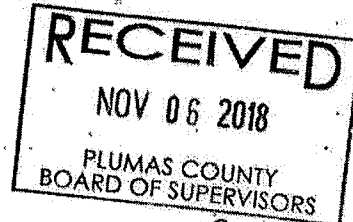
CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: Jennifer McGuire
2. Date of Birth: 05/01/1971 3. Gender (circle one): ☐ Male ☒ Female
4. Mailing Address of Claimant:
P.O. Box 794, Graeagle, CA 96103
- | Address | City | State | Zip |
|--|------|-------|-----|
| 5. Mailing Address where notices are to be sent (if different than mailing address of claimant): | | | |
| Address | City | State | Zip |
6. Telephone Number of Claimant: (831) 688-4390

INFORMATION ABOUT CLAIM

7. Incident Date: Month May Day 8 Year 2018
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Plumas District Hospital, 1065 Bucks Lake Rd, Quincy, CA 95971
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
On May 8, 2018, Jennifer McGuire underwent a right submandibular lymphadenopathy performed by Dr. Benjamin Hunt. On May 10, 2018, the pathology results showed that Dr. Hunt had not removed the lymph node, but instead removed a salivary gland tissue only. No lymph node was identified.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
As a result, Ms. McGuire's mouth appears to droop on the left side. She sustained motor nerve damage from the removal of the salivary gland. It is painful for her to swallow, and Ms. McGuire also sustained dysphagia. Loss of approximately \$92,000 in income, past and future.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ Exceeds \$10,000
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:
Benjamin Hunt, M.D.; Claude Freeze, CRNA

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):
- | | | | |
|---------------|------------|------------------------|-----------|
| Name _____ | | Telephone Number _____ | |
| Address _____ | City _____ | State _____ | Zip _____ |
16. Policy Number: _____
17. Are you the registered owner? ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

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

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



Signature

11/5/2018

Date

Joseph A. Androvich

Printed Name of Person Completing Claim

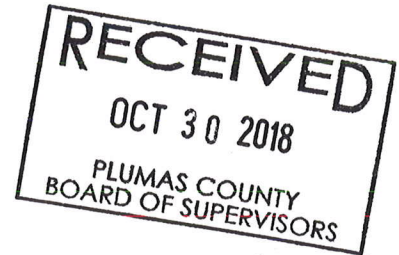
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CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: Mountain Circle Family Service, Inc.
2. Date of Birth: N/A
3. Gender (circle one): ☐ Male ☐ Female
N/A
4. Mailing Address of Claimant:
P.O. Box 554 Greenville CA 95947
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
P.O. Box 425 Greenville CA 95947
Address City State Zip
6. Telephone Number of Claimant: (530) 284-1529

INFORMATION ABOUT CLAIM

7. Incident Date: Month _____ Day _____ Year _____
VARIOUS : Please see attached Letter to County Counsel
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
N/A
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Please see attached letter to County Counsel fully explaining the circumstances leading to the breach of contract on or about February 5, 2018.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Please see attached letter to County Counsel. The damages claimed total \$28,581.00. The damages represent missed payments under claimant's contract with the County

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

The County, acting through Jennifer Bromby and County Counsel's Office.

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

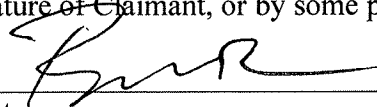
_____	_____		
Name	Telephone Number		

Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

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

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



Signature

10/29/13
Date

Bret D. Cook

Printed Name of Person Completing Claim
Attorney for Mountain Circle Family Service, Inc.

LAW OFFICE OF
BRET D. COOK, P.C.
A PROFESSIONAL CORPORATION

(530) 284-1529
(530) 280-4805 *fax*

202 Ann Street
P.O. Box 425
Greenville, California
95947

bretcook@frontiernet.net
Licensed in California and Alaska

Thursday, July 12, 2018

By Facsimile and First Class Mail

R. Craig Settlemyre
County Counsel
520 Main St.
Quincy, CA 95971

Re: Mountain Circle, Billing for Services to Andrea Meadors

Dear Craig:

I represent Mountain Circle. Mountain Circle's Chief Financial Officer, Jenifer Fleming, has been trying to resolve a billing issue with Jennifer Bromby, Staff Services Manager for the Department of Social Services, regarding a THP Plus participant. Ms. Bromby apparently unilaterally cut off communication on this issue, prompting Mountain Circle's Executive Director to write with again no response. The lack of response has prompted my involvement. Attached for your reference are the letters exchanged.

I have also enclosed a copy of the contract between Mountain Circle and the County providing for \$3,000 per month starting 6/13/2016 for this particular placement. Total amount per the contract through May of this year is therefore (prorating for June of 2016):

June 2016 (\$3,000/30* 18 days)	\$ 1,800
July 2016-May 2018 (23 months)	<u>\$69,000</u>
Total Due Per Contract:	\$70,800

Please note that the participant was out of the program after May of 2018, so the above amount is the total due through contract completion. Total payments made by the Department of Social Services to date, however, are \$42,219. Thus, there remains a balance owed of \$28,581.00.

As you can see in the attached correspondence, there is a bit of confusion. On the Department's part, it is reliance on the THP+FC single site housing rate per ACL 12-44 of \$2,797 per month. That rate is now \$3,209 per ACL 17-75. But THP+ (as opposed to

THP+FC) is not under AB-12 and not subject to those funding limitations. It is left for the County to contract with the provider for an acceptable rate. Ms. Fleming confirmed this with Susan Zimny, Policy Analyst with the Transition Age Youth Policy Unit with the State Department of Social Services. That rate in this case is \$3,000 per the attached contract.

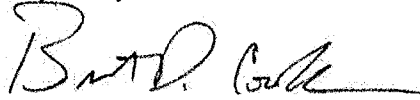
I note that there is a prior contract for THP+ dated September of 2013 that utilized the \$2,797 rate. I did not enclose that because it is quite long (about 25 pages). But that contract was superseded by the enclosed contract. The State required a mandatory form starting in 2014 and that is the form utilized by the County and is the form used for the applicable contract here calling for \$3,000 per month.

On Mountain Circle's part, there appears to have been some confusion on the part of the former fiscal officer because some bills were not billed at the full \$3,000 but at a rate that may have been an old THP +FC rate, but we are not sure. Regardless, the amount actually owed is quite clear and simple to calculate as set forth above. A simple error in billing is not grounds to avoid a clear contract. Ms. Bromby's letter simply says the Department is not going to pay "supplemental funds" without stating any legal basis to avoid the contract.

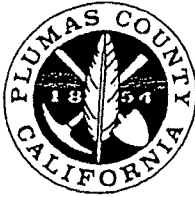
To compound the problem, there has been no payment whatsoever for December 2017 forward (the \$13,985 was supposed to bring payments current through November of 2017). There has been no explanation of why that is so.

Please review the above. I look forward to resolving this issue promptly.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Bret D. Cook", written over a horizontal line.

Bret D. Cook



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

February 5, 2018

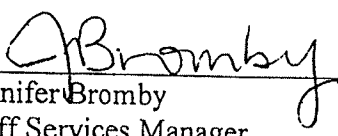
Mountain Circle
Jenifer Fleming
PO Box 554
Greenville, CA 95947

Re: Statement Dated Dec 22, 2017

Jenifer Fleming:

This department received a statement in Dec referencing invoices from 06/30/2016 through 11/30/2017. The statement included prior invoices, which have been paid, with altered amounts owed. It also included invoices for unbilled months where services were provided at a rate in excess of the allowed rate per the Dept. of Social Services All County Letter No 12-44. The approved THP+ rate per ACL 12-44 is currently \$2797 per month. The Department of Social Services does not have the authority to pay a higher rate. This letter is to inform you that the prior invoices where paid based on the amount billed at the time and will not receive supplemental funds. The unpaid invoices for services from July – Nov will be paid at the current rate of \$2797. Enclosed is payment in the amount of \$13,985 to bring the account current.

Sincerely,
Plumas County Department of Social Services



Jennifer Bromby
Staff Services Manager



THP-PLUS FOSTER CARE PROGRAM THP-Plus AGREEMENT

Participant Placed by County Agency in THP-Plus Program

Name of Participant: Andrea Meadows

Birth Parent's Name: N/A

Case Number: _____

DOA: 6/13/2016

The County Agency will pay \$3,000.00 per Month for room and board, personal needs, recreation, transportation, education, incidentals, supervision and social service. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

Agency agrees to:

1. Provide the THP-Plus Program with the knowledge of the background and needs of the Participant necessary for effective care. This shall include a social work assessment, medical reports, educational assessments, psychological/psychiatric evaluations and identification of special needs when necessary. This shall be made available to the THP-Plus Program within 14 days of placement.
2. Work with the THP-Plus Program Treatment Team to develop a treatment plan.
3. Work towards termination of the participant's placement with the THP-Plus Program staff.
4. Continue paying for this participant's care as long as eligible and the THP-Plus Program maintain the participant on an active status or until the agency requests that placement in the THP-Plus Program be terminated.
5. Assist in the maintenance of this participant's constructive relationships with parents and other family members.
6. Contact this Youth in the THP-Plus Program at least once per month. If the case plan would indicate less frequent contact, THP-Plus Program will be informed.
7. Inform the THP-Plus Program if the participant has any tendencies toward dangerous behaviors.
8. Provide a Medi-Cal card or other medical coverage at the time of placement.
9. Provide authorization for medical treatment, signed by the participant's birth parents, legal guardian, or other authorized placing agency representative.
10. Provide assistance with emergencies. The telephone number for after hours or weekends is: _____
11. Other: _____

THP-Plus Program Agrees to:

1. Provide the participant with the nurture, care, treatment and training suited to his/her needs.
2. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
3. Develop an understanding of the responsibilities, objective and requirements of the Agency in regard to the care of the participant and work with the Agency in planning for the participant.
4. Encourage the maintenance of the birth parent-child relationship and include the participant's parents or legal guardian in the treatment plan, if appropriate.
5. Not use corporal punishment, punishment before the group, deprivation of meals, visits from birth parents or legal guardian, home visits threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
6. Respect and keep confidential information given about the participant and their family.
7. Work towards termination of placement on a planned basis with maximum involvement of the participant, parents and the Agency.
8. Conduct a staffing or review on the participant at least quarterly.
9. Submit an Initial Transitional Independent Living Plan (TILP) to the Agency within three (3) months from the date of placement. This summary shall include information provided by County Independent Living Programs.
10. Submit on-going written evaluations to the Agency quarterly.
11. Immediately notify the Agency of significant changes in the participant's health, behavior or location.
12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
13. Give the Agency prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with the Agency that less notice is necessary.
14. Conform to the licensing regulations.

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties or this participant is removed from THP-Plus Program.

Signature of County Representative

Social Work Supervisor

Title

270 County Hospital Rd

Address Quincy, CA 95971

(530) 283-6069

Phone Number

Date

6/15/16

Signature of THP Representative

THP Director

Title

44N Lassen St. Susanville, Ca 95130

Address

530-257-7407

Phone Number

6/13/2016

Date



March 13, 2018

Dear Ms. Bromby:

It has come to my attention that we are at odds regarding Andrea Meadors and how much is owed and what the contracted amount is for. After researching the dilemma, this is what appears to be the issue at hand.

First of all, Andrea is 23 years of age, DOB is 1/2/95. You are placing her in the AB-12 program, which can only take participants up to the age of 21 per regulation, therefore the signed contract of 6/13/16 was to place Andrea into the THP+ program, which extends kids in foster care until the age of 24. Plumas County has two slots for this program.

Additionally, you are quoting an old AB-12 rate with your ACL 12-44 rate of 2797 a day, the new rate, if this was the applicable program would be the ACL 17-75, which would have been 3,209 per month, at least from 7/1/17 forward. Please see the enclosed ACL 17-75 page 8 --Single site Housing rate.

However, **the AB-12 program is not applicable to this placement—period.** Andrea is placed in the THP+ program. This program is by County contract only and there is not a State mandated rate for this program. The last contract I have on file for Plumas County, which is enclosed is for the amount of \$3100 per month, therefore, I am not sure where the amount of \$3,000 was found for the 6/13/16 agreement. I have placed a call to Micheal Yelong in regards to this mystery. So, unless a THP+ contract can be found in the amount of \$3,000, what is on record is \$3,100 per month. I will instruct Jenifer Fleming to back bill to 6/13/16 for the amount of \$3,100 and to apply payments received and to charge the difference.

If you continue to dispute this, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Rossington", with a long horizontal line extending to the right.

Dr. Shauna Rossington, DBA, LMFT

Executive Director

CC: Bret Cook, Attorney on Retainer

Mtn Circle THP-Plus

ORIG: [Signature]
C: LESUE

DSS 13/14-013

County of Plumas

[Signature] (DUPLICATE RETAINED
BY E.S.)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and Mountain Circle Family Services ("Provider").

1. **Services Provided by Provider.** This agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus)**. The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.
2. **Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".
3. **Term of Agreement.** This Agreement shall be effective as of July 1, 2013, and shall continue until June 30, 2014, unless otherwise terminated as provided herein. Subject to the agreement of the parties regarding compensation, this contract may be extended for additional periods not to exceed twelve months.
4. **Termination.** Subject to a thirty day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

Mtn Circle THP-Plus

DSS 13/14-013

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

7. Facilities, Equipment and Other Materials and Obligations of County. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

- a. Provide program consultation and technical assistance to Provider.
- b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.
- c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.
- f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. Drug-Free Work Place. Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. Records. Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. Independent Provider. The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

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- 11. Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 12. Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- 13. Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 14. Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- 15. Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Shauna Rossington
Mountain Circle Family Services
PO Box 554
Greenville, CA 95947

- 14. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
- 15. Severability.** If any provisions of this agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable

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frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

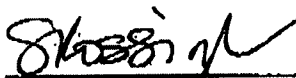
16. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

Attachment A- Services
Attachment B- Payment
Attachment C- Additional
Attachment D- General Provisions
Attachment E- Business Associate Agreement

EXECUTION**County:**

ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

Provider:

SHAUNA ROSSINGTON
MOUNTAIN CIRCLE
FAMILY SERVICES AGENCY

9-24-2013

Date

9-30-13

Date

Approved as to form
PLUMAS COUNTY COUNSEL

Dated:

By: *Previously Approved by County Counsel*

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**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.
2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted TILP provider.
3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.
4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.
5. County shall periodically inspect housing units used by the program.
6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.
7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.
8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.
2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

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3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.
4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.
5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.
6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.
7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.
8. Provider shall provide access to on call mental health services.
9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.
10. Provider shall assure youth receives medical and dental care.
11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.
12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.
13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.
14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.
15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.
16. Provider shall provide apartment furnishings, directly or through a stipend.
17. Provider shall provide youth assistance in finding and maintaining affordable housing.

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18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.
19. Provider shall provide an emancipation fund for each youth into which \$100.00 per month will be deposited.
20. Provider shall provide assistance with security deposits and moving assistance.
21. Provider shall provide transportation assistance.
22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.
23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.
24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.
25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.
2. Within 12 months, 100% of participating youth will be employed.
3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.
4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.
5. Within 12 months, 50% of participating youth will have retained their housing.
6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.
2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

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3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.
4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.
2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.
3. Provider shall respect and keep confidential information about the participants and their families.
4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
5. ~~Provider shall comply with any findings or recommendations of State or Federal audits and reviews.~~

END OF ATTACHMENT A

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**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP+	Per Month/ Per Youth	12 @ \$2,797 per unit	\$33,564.00
Host Family Model	THP+	Per Month/ Per Youth	12 @ \$2,225.00	\$26,700.00

Maximum Contract Amount: 12 Months

**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

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**ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

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**ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY**

GENERAL PROVISIONS

- D.1 INDEPENDENT PROVIDER.** For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Provider, the following shall apply:
- D.1.1** Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.
- D.1.2** Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.
- D.1.3** Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4** Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with *workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.*
- D.1.5** Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.
- D.1.6** Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

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- D.1.7** County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.
- D.1.8** Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.
- D.1.9** Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.
- D.2 PERS ELIGIBILITY INDEMNITY.** In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
- Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.
- D.3 LICENSES, PERMITS, ETC.** Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.
- D.4 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.
- D.5 TIME.** Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

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D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional Insured (hereinafter referred to as the Insurance). The Insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any Insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The Insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

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The amount of any deductible payable by the Insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

- D.6.6** Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

- D.6.7** Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

- D.6.8** County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

- D.6.9** Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.7 INDEMNITY.** Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from and liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

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performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

- D.8 PROVIDER NOT AGENT.** Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
- D.9 ASSIGNMENT PROHIBITED.** Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.10 PERSONNEL.** Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.
- D.11 STANDARD OF PERFORMANCE.** Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.
- D.12 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.13 TAXES.** Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.
- D.14 TERMINATION.** County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
- D.14.1** Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

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means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.14.2 County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

D.14.3 Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

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- D.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.19 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.20 MINOR AUDITOR REVISION.** In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.21 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.22 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein:
- D.22.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.22.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.23 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.24 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.25 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.26 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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- D.27 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.28 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.29 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.
- D.30 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.31 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.32 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.33 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.34 CORPORATE AUTHORITY.** If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

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D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the Agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

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D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Shauna Rossington
Mountain Circle Family Services
PO Box 554
Greenville, CA 95947

END OF ATTACHMENT D

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**ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY
BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made effective July 1, 2013, by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", MOUNTAIN CIRCLE FAMILY SERVICES FOSTER FAMILY AGENCY, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. ~~The Parties wish to enter into or have entered into an arrangement whereby~~ Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and MOUNTAIN CIRCLE FAMILY SERVICES AGENCY dated, JULY 1, 2013 and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

- 1. Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- 1.1 Business Associate.** Business Associate shall mean MOUNTAIN CIRCLE FOSTER FAMILY AGENCY.

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- 1.2 **Covered Entity.** Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
- 1.3 **Designated Record Set.** Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.
- 1.4 **Individual.** Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 **Protected Health Information.** Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 **Required By Law.** Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 **Secretary.** Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

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- 2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Arrangement Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

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5. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination:

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3. Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

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7. Miscellaneous:

- 7.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.
- 7.3 **Survival.** The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E