

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 3, 2019 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

### **ACTION AGENDA**

#### **1. CONSENT AGENDA**

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

##### **A) SHERIFF**

- 1) Victim Witness: Approve supplemental budget of \$14,800 for revenue not budgeted in FY 2018-2019 [View Item](#)
- 2) Authorize the Auditor/Controller to pay invoice of \$75,000, to Sierra Concrete, for services provided with costs exceeding the contract amount of \$73,280 [View Item](#)
- 3) Authorize the Sheriff to fill vacant, funded and allocated 2.0 FTE Correctional Sergeant positions, created by resignation and transfer to another county department [View Item](#)

##### **B) CLERK OF THE BOARD**

Approve Board minutes for August 2019

##### **C) FACILITY SERVICES & AIRPORTS**

- 1) Ratify and authorize the Airports Director to sign Federal Aviation Administration (FAA) grant applications, submitted on August 22, 2019, for airport improvements; and further authorize the Airports Director to sign FAA grant application to be submitted on September 13, 2019, County of Plumas is eligible for over \$1m in FAA grants for FY 2019-2020 [View Item](#)
- 2) Approve and authorize the Director of Facility Services to sign purchase agreement between County of Plumas and Susanville Motors for purchase of two new 2020 Jeep Compass vehicles of \$47,831.60, to replace two county vehicles that were totaled (Building Department and Facility Services car pool); vehicles are being replaced through Trindell full car replacement insurance [View Item](#)

**D) BEHAVIORAL HEALTH**

- 1) Authorize the Auditor/Controller to pay an invoice of \$1,650, without a contract, to Sutter Center Psychiatry for medical inpatient mental health stay [View Item](#)
- 2) Approve and authorize the Chair to sign Service Agreement, not to exceed \$10,000, between the County of Plumas and current employee of Behavioral Health for the MHSA Behavioral Health Employee Loan Assumption Program; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign Service Agreement, not to exceed \$82,200, between County of Plumas and Housing Tools for services including completion of Plumas and Sierra County housing needs assessments, "No Place Like Home Program" non-competitive applications, and homeless and supportive services plans; approved as to form by County Counsel [View Item](#)
- 4) Authorize Behavioral Health to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Supportive Services Technician I/II position, created by resignation [View Item](#)

**E) HUMAN RESOURCES**

Authorize Human Resources to recruit and fill vacant, funded and allocated 1.0 FTE Human Resources Technician I/II/III position, created by resignation [View Item](#)

**F) PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 7 to Professional Services Agreement, not to exceed \$9,965, between County of Plumas and Dokken Engineering, Inc. for Phase II Environmental Site Assessment for the new county jail location; approved as to form by County Counsel [View Item](#)

**G) PUBLIC HEALTH AGENCY**

Adopt **RESOLUTION** to accept Grant Agreement Number 19-10439 from the California Department of Public Health, Office of AIDS for HIV/AIDS Surveillance activities; and authorize the Director of Public Health to sign the Agreement [View Item](#)

**2. DEPARTMENTAL MATTERS**

**A) HUMAN RESOURCES** – Nancy Selvage

Approve and authorize the Chair to sign Agreement between County of Plumas and Liebert Cassidy Whitmore for Labor Negotiation Services, updating Fees, Costs and Expenses; and ratify the agreement, effective July 1, 2019; approved as to form by County Counsel [View Item](#)

**B) PROBATION** – Erin Metcalf

In accordance with Welfare & Institutions Code Section 749.22, adopt **RESOLUTION** Restating Members of the Juvenile Justice Coordination Council. **Roll call vote** [View Item](#)

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

Presentation of Certificates to Chester Fire Department and other Lake Almanor Basin Fire Departments in recognition of their community being designated as a *HEART* Safe Community [View Item](#)

### **3. BOARD OF SUPERVISORS**

- A. Adopt **RESOLUTION** approving Proposed Revisions to the Golden State Finance Authority Joint Powers Agreement. **Roll call vote** [View Item](#)
- B. Consider request of the Sheriff to earmark \$192,698 from FY 2017-2018 HR 2389-Title III funding to be used for Public Safety Communications infrastructure development and upgrades (\$77,698); Search & Rescue Reimbursement project (\$50,000); and Plumas County Wildfire Prevention program (\$65,000); and direct the Clerk to provide public notice to begin the 45 day comment period, followed by a noticed public hearing to allocate funding; discussion and possible action [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

#### **PLUMAS-SIERRA COUNTY FAIR BOARD**

Appoint Jenay Cogle to the Plumas-Sierra County Fair Board to fill a vacancy, District 2

#### **PORROLA CEMETERY DISTRICT**

Appoint Donna Powell to the Portola Cemetery District Board of Directors, replacing Peggy Addington

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

### **4. BOARD OF SUPERVISORS**

- A. Report and update by Gabriel Hydrick, County Administrator on the FY 2019-2020 Budget; discussion and possible action regarding various county departments and programs
- B. **PUBLIC HEARING:** The Plumas County Board of Supervisors will open its hearing on the FY 2019-2020 County Budget [View Item](#)

### **5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – County Administrator
- B. Personnel: Public employee performance evaluation – Clerk of the Board (Board only)
- C. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, September 10, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California



# Office of the Sheriff

## Office of Emergency Services

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

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GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 12, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *(Signature)*  
**RE:** Agenda Item for the meeting of September 3, 2019

**RECOMMENDATION:**

Approve supplemental budget request in the amount of \$14,800.00 for revenue not budgeted in Victim Witness.

**BACKGROUND & DISCUSSION:**

This is a supplemental budget request for the Victim Witness budget (dept 20420) in the amount of \$14,800.00. The grant award budget is more than the amount that was budgeted for expenditures in FY 18/19.

This will clean up the negative balances in the Victim Witness budget for year end.

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

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

Department: VICTIM WITNESS      Dept. No: 20420      Date: 8/12/2019

The reason for this request is (check one):

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

**Approval Required**

## Board

## Board

## Board

### Auditor

### **Auditor**

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS

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

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

Supplemental budget requests require Auditor/Controller's signature

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



# Office of the Sheriff

## Office of Emergency Services

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

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

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## Memorandum

**DATE:** August 14, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood *(Signature)*  
**RE:** Agenda Items for the meeting of September 3, 2019

**It is recommended that the Board:**

Authorize Auditor to pay invoice to Sierra Concrete for services provided with cost exceeding the contract amount.

**Background and Discussion:**

The Plumas County Sheriff's Office had a contract with Sierra Concrete to perform work on the Radio Hill communications site. The contract amount was \$73,280.00; however, the final cost of the work was \$75,000.00.

Invoice #6119 from Sierra Concrete dated June 6, 2019 needs to be paid out of the budget for last fiscal year. In order to expedite the payment, the Sheriff's Office respectfully requests approval for the Auditor to pay the invoice which is \$1,720.00 more than the contract amount.

# Sierra Concrete

Residential • Commercial

Lic.#433328 A&C

COPY

## Sierra Concrete

P.O.Box 1476

Quincy, Ca. 95971

530-283-3214 fax 530-283-0414

Invoice No.

6119

## INVOICE

### Customer

Name: Plumas County Sheriff Dept.  
Address: 1400 East Main Street.  
City: Quincy State Ca. 95971  
Phone:

Date

6/6/2019

Rep

FOB

Qty	Description	TOTAL
	Radio Hill Cell Tower foundation, building foundation, generator pad, switch pad, trenching, install electrical conduit, backfill, compact and grade. Material, Labor and equipment	\$75,000.00

### Payment Details

- Cash  
 Check  
 Credit Card

Name

CC #

Expires

SubTotal

Shipping & Handling

Taxes

None

TOTAL

\$75,000.00

Office Use Only

Thank You!

Sierra Concrete Ca. Lic.#433328 A&C

Title III

70331-542200

585160P  
1819-79

P.O. Box 1476 Quincy, California 95971

Office: (530) 283-3214 • Mobile: (530) 519-3214 • Fax: (530) 283-0414

**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.

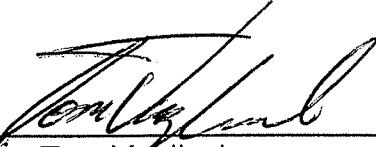
3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated December 21, 2016 and any amendments thereto, shall remain unchanged and in full force and effect.

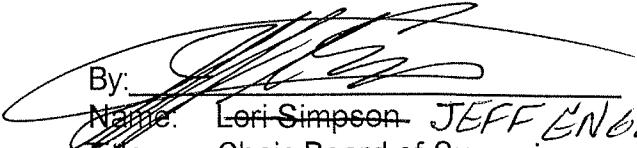
Contractor:

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 JEFF ENGEL  
Title: Chair-Board of Supervisors  
Date Signed: 12-11-2018

Approved as to form:

  
Craig Settlemire  
County Counsel

12/31/18  
Date

PCSO 00007

**SECOND AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND HIGH SIERRA SUPPLY**

This Second Amendment to Agreement ("Amendment") is made on January 16, 2018, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Supply, Inc-DBA Sierra Concrete ("CONTRACTOR") who agree 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 ("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 discovered at the jobsite, the parties desire to change the Agreement.

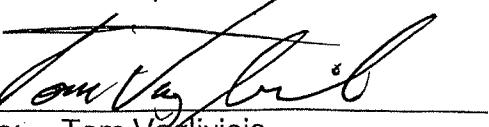
**2. Amendments:** The parties agree to amend the Agreement as follows:

The term of this Agreement is extended beyond the expiration date of December 31, 2017 through December 31, 2018 unless terminated earlier as provided in the original Agreement.

**3. Effectiveness of Agreement:** Except as set forth in this Second 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

By:   
Name: Tom Vaglivieio  
Title: President – CEO  
Date signed:

**COUNTY**

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

By:   
Name: Lori Simpson JEFFENSON  
Title: Chair-Board of Supervisors  
Date signed:

Approved as to form:

  
Gretchen Stuhr  
Deputy Plumas County Counsel

PCSO 00007

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND HIGH SIERRA SUPPLY**

This First Amendment to Agreement ("Amendment") is made on June 29, 2017, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Supply, Inc-DBA Sierra Concrete ("CONTRACTOR") who agree 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 ("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 discovered at the jobsite, the parties desire to change the Agreement.

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

The term of this agreement is retroactive to June 1, 2017 and shall be extended through December 31, 2017 unless terminated earlier as provided herein.

**3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated December 12, 2017, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

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

By: Tom Vaglvieio  
Name: Tom Vaglvieio  
Title: President – CEO  
Date signed:

**COUNTY**

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

By: Lori Simpson  
Name: Lori Simpson  
Title: Chair-Board of Supervisors  
Date signed:

Approved as to form:

R. Craig Settlemyre  
R. Craig Settlemyre  
Plumas County Counsel

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Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and **High Sierra Supply, Inc- DBA Sierra Concrete**, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
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 Sixty Eight Thousand Two Hundred Eighty Dollars (\$68,280).
3. Term. The term of this agreement shall be from Oct 15, 2016 through May 31, 2017, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS



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

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

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

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CONTRACTOR INITIALS 

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

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

COUNTY INITIALS

CONTRACTOR INITIALS 

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

County:

Sheriff's Office  
County of Plumas  
1400 E Main St  
Quincy, CA 95971  
Attention: Mike Grant

Contractor:

Sierra Concrete  
901 Lee Rd, P.O. Box 1476  
Quincy, CA 95971  
Attention: Tom Vaglivieio

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

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

**CONTRACTOR:**

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

By: Tom Vaglivieio  
Name: Tom Vaglivieio  
Title: President - CEO  
Date signed:

**COUNTY:**

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

By: Sharon J. Thrall  
Name: Sharon Thrall  
Title: Chair- Board of Supervisors  
Date signed:

COUNTY INITIALS

CONTRACTOR INITIALS

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

By:   
Name: Gregory Hagwood  
Title: Sheriff  
Date signed: 12/21/16

**APPROVED AS TO FORM:**

  
R. Craig Settemire  
Plumas County Counsel

*[Note with respect to Contractor signatures: Individuals shall sign on their own behalf. A general partner must sign on behalf of any partnership.*

*IMPORTANT: With respect to corporations, we need you to follow one of the following two procedures:*

*(1) Under Corporations Code Section 313, we need two signatures, one from each of these two categories:*

- A. Chairman of the Board, the President or any Vice President; and*
- B. The Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

*Unfortunately, President and VP are insufficient, as they are both from category 1. President and Secretary, though, would work, as would Vice President and CFO, as examples. Moreover, if one person holds offices in each of the two categories (e.g., "Joe Smith, VP and CFO"), then that person's single signature would suffice.*

*(2) An alternative procedure would be to obtain from Contractor a copy of the resolution from its Board of Directors that states who at the company has authority to sign for different types of transactions, and then verify that the person executing this Agreement has authority to do so. For a larger corporation, this is the more likely procedure, and any well-run corporation will have this document ready to give to you upon request.]*

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

CONTRACTOR INITIALS 

## EXHIBIT A

### Scope of Work

Sierra Concrete will provide all services, materials and labor for the construction of a footing foundation for a communication tower and vault, as described as the property of the Plumas County Sheriff's Office located at Radio Hill Quincy, Ca, hereinafter referred to as "Worksite."

This includes building and construction materials, necessary labor and site security \, and all tools and machinery needed for completion of the construction.

Sierra concrete is only responsible for the concrete portion of the construction, as well as installation of underground electrical conduit and other associated work for the communication tower and communication vault as outlined in plans created by Steven C Devin, a registered engineer and Jeffery E. Grassman, a registered engineer and under the associated building permit issued by Plumas County.

The installation of the electrical conduit will use time and materials as outlined in Exhibit B.

Sierra Concrete will comply with all terms and conditions of Assembly Bill 219 (Daly, Chapter 739, Statutes of 2015) and §1720-1861 of the California Labor Code.

**EXHIBIT B**

Fee Schedule

Material, labor and equipment to complete footings and foundations for communication tower and vault per Plumas Co Sheriff's Office plans- **\$49,880.00**

Time and Material for electrical service-

Labor rate (est. 80 hours)- **\$85.00 per hour**

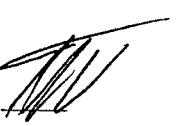
Excavator rate (est. 40 hours)- **\$145.00 per hour**

Materials- **15% mark up**

Not to exceed- **\$18,400.00**

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

- 8 -

CONTRACTOR INITIALS 



# Office of the Sheriff

## Office of Emergency Services

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

1A3

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 19<sup>th</sup>, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

A handwritten signature in black ink that appears to read "CH" followed by a stylized surname.

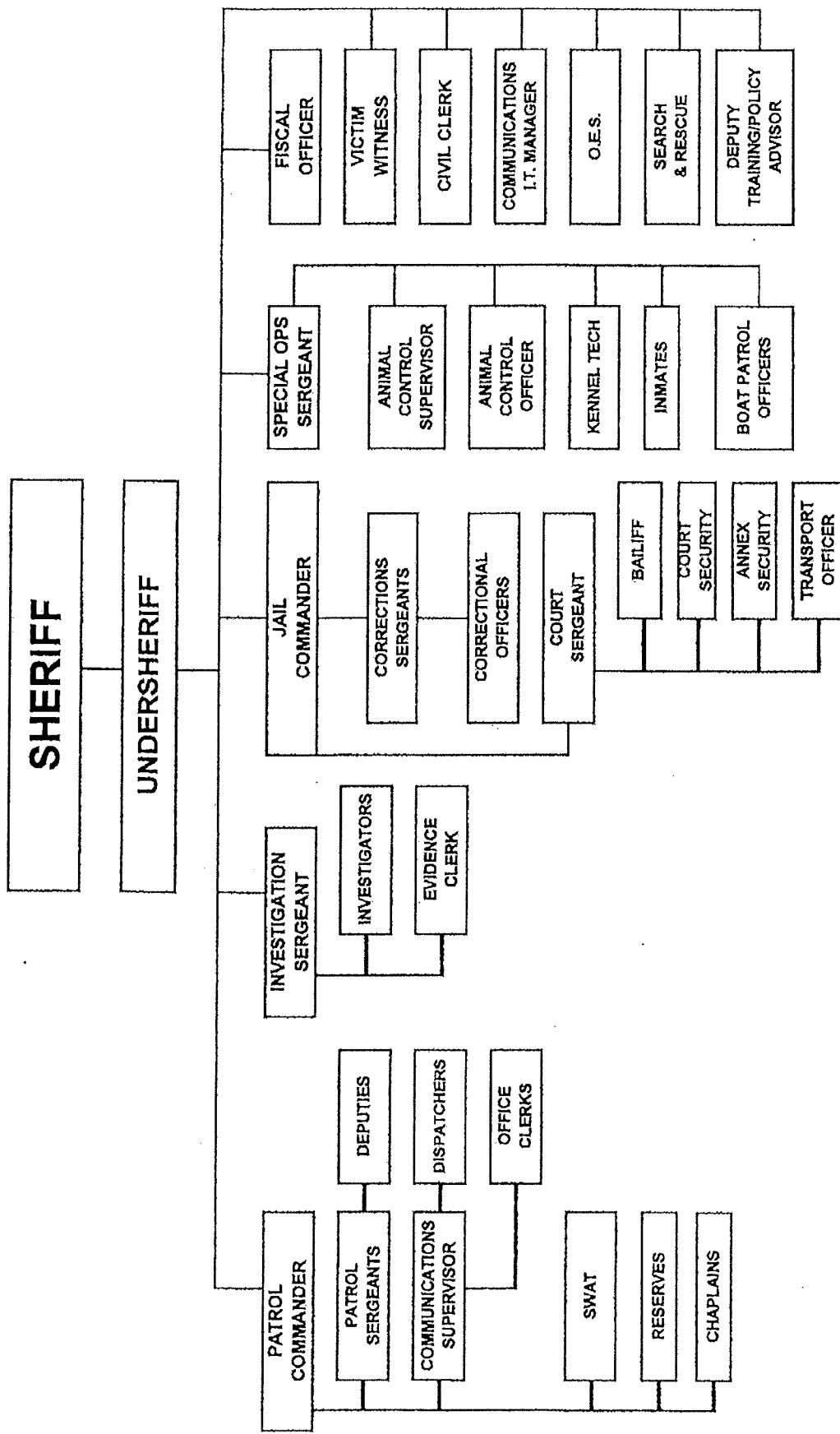
**RE:** Agenda Item for the meeting of September 3<sup>rd</sup>, 2019

### **RECOMMENDATION:**

Authorize the Sheriff to fill two Correctional Sergeant positions in the Correctional Facility.

### **BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests authorization to recruit and fill two Correctional Sergeants. The vacancies are due to resignations.





Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

ICL

DATE: September 3, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services & Airports Director

SUBJECT: Ratify grant applications, signed and submitted by Kevin Corriera, Airports Director, between the County of Plumas and the Federal Aviation Administration (FAA) on August 22, 2019. Approve Airports Director, Kevin Correira, to sign FAA grant due by September 13, 2019

### **Recommendation**

Ratify grant applications submitted on August 22, 2019 and signed by Airports Director, Kevin Correira, for FAA grant funding for airport improvements. Further, approve Airports Director to sign FAA grant application to be submitted on September 13, 2019.

### **Background and Discussion**

For FY 19/20, the County of Plumas is eligible for over \$1,000,000 in FAA grants for airport improvements. Airports Director, Kevin Correira, has submitted three grants to the FAA on August 22, 2019 to purchase a plow truck and rotary snow blower for Chester/Rogers Field and rotary snow blowers for Quincy/Gansner Airport and Beckwourth/Nervino Airport respectively. There is a fourth grant to be submitted on September 13, 2019 to expand the fuel farm at Beckwourth/Nervino Airport to replace the 2800 gallon AV Gas fuel storage tank with a 12,000 gallon tank. The Airports Director, Kevin Correira, respectfully requests permission to sign all four grants.

Copies of the grants are on file at the Facility Services & Airports office.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

1c2

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

Kevin Correira  
Director

Board Meeting: September 3, 2019

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Facility Services Director to sign sales contract with Susanville motors for two new 2020 Jeep Compass's to replace the two County vehicles that were totaled this spring not to exceed \$47,831.60 (no money from the general fund) through Trindel full car replacement monies.

---

### Background

Earlier this year Facility services and the Building Dept. both had 2003 Ford Escapes deemed a total loss by the insurance company, both vehicles were covered by Trindel Insurance under full car replacement. After speaking with the Director of the Building Dept. that a more functional car (and less expensive as well) would suit our particular needs, the Jeep compass will cost \$23,915.80 each. The restitution check we received from Trindel for the new vehicle replacement for facility services totaled vehicle was \$\$25,308.55. The savings on this would be \$1,392.75 per vehicle. Susanville motors was the lowest of the three bids obtained. The other two bids (Chuck Patterson Dodge Chico and Lythia Chrysler Dodge Jeep Ram Reno were well over \$24,000 plus taxes and fees for 2019 models.

### Recommendation

Approve and Authorize the Director of Facility Services to sign for the purchase of two new 2020 Jeep Compass's from Susanville motors in order to replace the two vehicle totaled out earlier this spring. One vehicle will go to Facilities and one vehicle will go to the Building Dept.

**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number 96403 Contract Number N/A R.O.S. Number N/A Stock Number N/A

Buyer Name and Address (Including County and Zip Code) PLUMAS COUNTY N/A N/A	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) SUSANVILLE FORD 704-485 Richmond Rd Susanville, CA 96130
--	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on all pages of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	N/A	N/A N/A	N/A	N/A	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of	
0.00 %	\$ 0.00 (e)	\$ 23,915.80 (e)	\$ 23,915.80 (e)	\$ 23,915.80 (e)	(e) means an estimate

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
N/A	23,915.80	Monthly beginning 08/20/19
N/A	N/A	N/A
One final payment	23,915.80	08/20/19

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

**Prepayment.** If you pay early, you may be charged a minimum finance charge.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**STATEMENT OF INSURANCE**

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

	Term	Premium
\$ N/A	Ded. Comp., Fire & Theft	N/A
\$ N/A	Ded. Collision	N/A
Bodily Injury	\$ N/A	Limits
Property Damage	\$ N/A	Limits
Medical	N/A	
	N/A	N/A
	N/A	N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer

Co-Buyer

Seller

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 7 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs

Co-Buyer Signs

**AUTO BROKER FEE DISCLOSURE**

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ 22,164.00 (A)
1. Cash Price Vehicle	\$ 22,164.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) N/A	\$ N/A (D1)
2. (paid to) N/A	\$ N/A (D2)
3. (paid to) N/A	\$ N/A (D3)
E. (Optional) Surface Protection Product(s)	
1. (paid to) N/A	\$ N/A (E1)
2. (paid to) N/A	\$ N/A (E2)
F. EV Charging Station (paid to) N/A	\$ N/A (F)
G. Sales Tax (on taxable items in A through F)	\$ 1,613.05 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC	\$ 30.00 (H)
I. (Optional) Service Contract(s)	
1. (paid to) N/A	\$ N/A (I1)
2. (paid to) N/A	\$ N/A (I2)
3. (paid to) N/A	\$ N/A (I3)
4. (paid to) N/A	\$ N/A (I4)
5. (paid to) N/A	\$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 N/A Vehicle 2 N/A	\$ N/A (J)
(see downpayment and trade-in calculation)	
K. (Optional) Debt Cancellation Agreement	\$ N/A (K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (L)
M. Other (paid to) N/A For N/A	\$ N/A (M)
N. Other (paid to) N/A For N/A	\$ N/A (N)
Total Cash Price (A through N)	\$ 23,892.05 (1)
2. Amounts Paid to Public Officials	
A. Vehicle License Fees	\$ N/A (A)
B. Registration/Transfer/Titling Fees ESTIMATED	\$ 15.00 (B)
C. California Tire Fees	\$ 8.75 (C)
D. Other N/A	\$ N/A (D)
Total Official Fees (A through D)	\$ 23.75 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	\$ 0.00 (3)
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$ N/A (4)
5. Subtotal (1 through 4)	\$ 23,915.80 (5)
6. Total Downpayment	
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$ N/A (A)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
B. Total Less Prior Credit or Lease Balance (e)	\$ N/A (B)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
C. Total Net Trade-In (A-B) (indicate if negative number)	\$ N/A (C)
Vehicle 1 \$ N/A Vehicle 2 \$ N/A	
D. Deferred Downpayment Payable to Seller	\$ N/A (D)
E. Manufacturer's Rebate	\$ N/A (E)
F. Other N/A	\$ N/A (F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$ N/A (G)
Total Downpayment (C through G)	\$ 0.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)	
7. Amount Financed (5 less 6)	\$ 23,915.80 (7)

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 11.

I1 Company	N/A
Term	N/A Mos. or N/A Miles
I2 Company	N/A
Term	N/A Mos. or N/A Miles
I3 Company	N/A
Term	N/A Mos. or N/A Miles
I4 Company	N/A
Term	N/A Mos. or N/A Miles
I5 Company	N/A
Term	N/A Mos. or N/A Miles
Buyer X	

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A  
Debt Cancellation Agreement

I want to buy a debt cancellation agreement.

Buyer Signs X

Trade-In Vehicle(s)

1. Vehicle 1	
Year	N/A Make N/A
Model	N/A Odometer N/A
VIN	N/A
a. Agreed Value of Property	\$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	\$ N/A
c. Agreed Value of Property Being Traded-In (a-b)	\$ N/A
d. Prior Credit or Lease Balance	\$ N/A
e. Net Trade-In (c-d) (must be $\geq 0$ for buyer/co-buyer to retain equity)	\$ N/A
2. Vehicle 2	
Year	N/A Make N/A
Model	N/A Odometer N/A
VIN	N/A
a. Agreed Value of Property	\$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	\$ N/A
c. Agreed Value of Property Being Traded-In (a-b)	\$ N/A
d. Prior Credit or Lease Balance	\$ N/A
e. Net Trade-In (c-d) (must be $\geq 0$ for buyer/co-buyer to retain equity)	\$ N/A

Total Agreed Value of Property

Being Traded-In (1c+2c) \$ N/A\*

Total Prior Credit or Lease

Balance (1d+2d) \$ N/A\*

Total Net Trade-In (1e+2e) \$ N/A\*

(\*See item 6A-6C in the Itemization of Amount Financed)

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS

Buyer Signs X Co-Buyer Signs X

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Tony Hobson Ph.D., Director



DATE: September 3, 2019

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**Recommendation**

It is respectfully requested that the Board of Supervisors approve and authorize payment to Sutter Center Psychiatry in the amount of \$ 1,650.00.

**BACKGROUND AND DISCUSSION:**

This charge of \$1,650.00 is for a medical inpatient mental health stay. Behavioral Health does not have a contract with Sutter Center Psychiatry.

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

RECEIVED

JUN 24 2019

## LTH INSURANCE CLAIM FORM

PROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY  
MENTAL HEALTHPLUMAS COUNTY MENTAL HEALTH  
270 COUNTY HOSPITAL RD 109  
ATTN BIANCA HARRISON  
QUINCY CA 95971

PICA

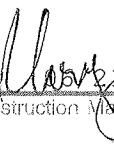
1. MEDICARE		MEDICAID		TRICARE		CHAMPVA		GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)	1a. INSURED'S I.D. NUMBER (For Program in item 1)		
<input type="checkbox"/> (Medicare #) <input checked="" type="checkbox"/> (Medicaid #) <input type="checkbox"/> (ID#/DoB#) <input type="checkbox"/> (Member ID#)											90947719E		
2. PATIENT'S NAME (Last Name, First Name, middle initial)						3. PATIENT'S BIRTH DATE MM DD YY		SEX M F		4. INSURED'S NAME (Last Name, First Name, middle initial)			
5. PATIENT'S ADDRESS (No., Street) ---						6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street) ---					
CITY			STATE CA										
ZIP CODE		TELEPHONE (Include Area Code) ( )								ZIP CODE ( )			
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)						10. IS PATIENT'S CONDITION RELATED TO:							
a. OTHER INSURED'S POLICY OR GROUP NUMBER						a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
b. RESERVED FOR NUCC USE						b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)							
c. RESERVED FOR NUCC USE						c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
d. INSURANCE PLAN NAME OR PROGRAM NAME						10d. CLAIM CODES (Designated by NUCC)							
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.													
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.													

SECOND FOLD

FIRST FOLD WHO-HU-ENV / WHO-HU-ENV-SS

SIGNED SIGNATURE ON FILE

DATE 06/06/19

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY		15. OTHER DATE MM DD YY		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY											
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY													
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)															
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) F329 A. _____ B. _____ C. _____ D. _____ E. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____															
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPSCS		E. MODIFIER		F. DIAGNOSIS ICD IND. POINTER		G. DAYS OR UNITS EPSDT Family Plan		H. I. J. L. RENDERING PROVIDER ID. # QUAL.			
1 06 07 19	06 07 19	51	99223					A	400 00	1		NPI	1265507644		
2 06 08 19	06 08 19	51	99233					A	300 00	1		NPI	1265507644		
3 06 09 19	06 09 19	51	99233					A	300 00	1		NPI	1265507644		
4 06 10 19	06 10 19	51	99233					A	300 00	1		NPI	1265507644		
5 06 11 19	06 11 19	51	99239					A	350 00	1		NPI	1265507644		
6															
25. FEDERAL TAX I.D. NUMBER 823826149		SSN EIN <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. MILSA000		27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 165000		29. AMOUNT PAID \$		30. Rsvd for NUCC use			
				2658											
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  						32. SERVICE FACILITY LOCATION INFORMATION SUTTER CENTER FOR PSYCHIATRY 7700 FOLSOM BLVD SACRAMENTO CA 95826						33. BILLING PROVIDER INFO & PH. # RYAN R COURDY MD P O BOX 19231 SACRAMENTO CA 958190231 530 8875425			
SIGNED  DATE 1952350944						b.						a. 1265507644 b.			

NUCC Instruction Manual available at: [www.nucc.org](http://www.nucc.org)

PLEASE PRINT OR TYPE

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: August 26, 2019

To: Honorable Board of Supervisors

From: Tony Hobson, Director

Re: Consent Agenda for September 3, 2019 Meeting

**Item Description:** Requesting the Board to approve and authorize the Chair sign a Service Agreement in the amount of \$10,000 between the County and a current employee of Plumas County Behavioral Health for the MHSA Behavioral Health Employee Loan Assumption Program.

**Recommendation:** It is respectfully requested that the Board approve and authorize the Chair to sign a Service Agreement in the amount of \$10,000 between the County and a current employee of Plumas County Behavioral Health, as part of the Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current, approved MHSA Program and Expenditure Plan, 2017-20.

**Background:** Plumas County has identified a need for greater local incentives in effort to "grow our own" licensed behavioral health staff for hard-to-fill clinical and other positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department offers a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in these hard-to-fill positions. These positions may include licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as psychiatric nurse practitioners and professional administrators – who choose to work for a local public mental health plan.

The program enrolls up to six full-time department employees through its competitive application process, for up to \$10,000/per year loan assumption paid by the Department for each employee who has demonstrated the equivalent of twelve continuous months of full-time employment. The mandated MHSA lifetime maximum per employee is \$60,000 combined, whether they apply for local WET funds or through the statewide competitive OSHPD program. Funding through the statewide program has not yet been re-authorized. A local loan assumption program allows PCBH to continue to retain staff in the face of a statewide and national shortage of mental health professionals.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, "Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level."

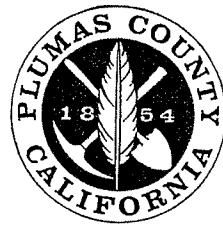
No General Fund monies will be used for this program. The Service Agreement has been approved to form by County Counsel.

Thank you.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



## BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Matt Ward

Title/Position: Behavioral Health Therapist I

### Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

\_\_\_\_\_  
(Financial Institution Name)

\_\_\_\_\_  
(Financial Institution Mailing Address)

\_\_\_\_\_  
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

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



## **Conditions of Financial Incentive Benefit:**

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from December 12, 2017 to December 12, 2018. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

## **Discontinuation of the Financial Incentive Benefit:**

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

## **Reimbursement of the Financial Incentive Benefit:**

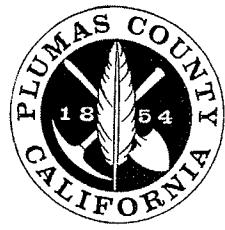
I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

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



- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or
- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

**CERTIFICATION:** I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Matt Ward

Print: Employee Name

Employee Signature

Date

## **COUNTY OF PLUMAS:**

\_\_\_\_\_  
Tony Hobson, Ph.D.  
Behavioral Health Director

Date

\_\_\_\_\_  
Name:  
Chair, Board of Supervisors

Date

Attest: \_\_\_\_\_  
Nancy L. DaForno  
Clerk, Board of Supervisors

## **APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: *Gretchen Stahr*  
Deputy County Counsel

\_\_\_\_\_  
8/21/19  
Date

**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**



103

**Date:** August 26, 2019

**To:** Honorable Board of Supervisors

**From:** Tony Hobson, Director

**Agenda:** Consent Agenda Item for September 3, 2019 Meeting

**Item Description:** Requesting the Board to approve and authorize the Chair to sign a Service Agreement between the County and Housing Tools in the amount up to \$82,200.00 for services including completion of Plumas and Sierra County housing needs assessments, *No Place Like Home Program* non-competitive applications, and homeless and supportive services plans.

**Recommendation:** It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign a Service Agreement between the County and Housing Tools, in the amount up to \$82,200.00 to complete for both Plumas and Sierra Counties affordable housing needs assessments, *No Place Like Home Program* non-competitive applications, and homeless and supportive services plans.

**Background and Discussion:** Plumas County Behavioral Health is partnering with Sierra County's Health and Human Services Agency to leverage both counties' CA Department of Housing and Community Development (HCD) *No Place Like Home Program* Technical Assistance Grant funds to contract with Housing Tools, an affordable housing consultant firm with experience working in small, rural counties. The purpose of this contract is for Housing Tools to work with each county's stakeholders to develop plans that will address county affordable and permanent supportive housing needs for low-income families and for the target population of those living with a serious mental illness.

*No Place Like Home (NPLH)* is a statewide housing program administered through the HCD with the goal of developing and providing local permanent supportive housing to the target population of people living with a serious mental illness and to families with children living with a serious emotional disturbance.

Contract deliverables to be completed for both counties include: engaging stakeholders in and completing a countywide housing needs assessment, developing the county's plan to address homelessness, drafting a supportive services plan, and submitting the county's non-competitive NPLH application no later than February 15, 2021. Plumas and Sierra Counties will develop and complete an MOU detailing the roles and responsibilities in this partnership.

No General Fund monies will be used for this project. Funding has been allocated in Fiscal Year 19-20. The Service Agreement has been approved to form by County Counsel.

Thank you.

**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 **Plumas County Behavioral Health Department** (hereinafter referred to as "County"), and James Coles, dba **Housing Tools**, a sole proprietorship (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty-Two Thousand, Two Hundred Dollars (\$82,200.00).

Term. The term of this agreement shall be from August 1, 2019 through February 28, 2021, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor to date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

County:

Behavioral Health Department  
County of Plumas  
270 County Hospital Road, Suite 109  
Quincy, CA 95971  
Attention: Tony Hobson, Director

Contractor:

Housing Tools  
3400 Cottage Way, Suite A4  
Sacramento, CA 95825  
Attention: James Coles, Principal

21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
23. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, 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.
24. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

James Coles, dba Housing Tools, a sole proprietorship

By: \_\_\_\_\_  
Name: James Coles  
Title: Principal  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Tony Hobson, Ph.D.  
Title: Behavioral Health Director  
Date signed:

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed:

Attested by: \_\_\_\_\_  
Name: Nancy L. DaForno  
Title: Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Counsel  
Date signed: 8/21/19

## **EXHIBIT A – Scope of Work**

### **Project Summary**

Plumas County Behavioral Health, on behalf of Plumas and Sierra Counties, intends to apply for the Non-Competitive NPLH funds from the State Department of Housing and Community Development (HCD) in order to develop permanent supportive housing for individuals and families with serious mental health conditions who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness. This scope of work includes:

- preparation of a two-county Non-Competitive funding request to HCD, including project modeling, financial structuring, and developer coordination, and creation of a County Homeless Plan for each county.
- preparation of an Affordable Housing Needs Assessment for each county.
- preparation of the required NPLH Supportive Services Plan for each county.
- collaboration with each county Planning director and staff to provide them with the necessary information concern local homelessness and programs to update the Housing Element of the Plumas County and the Sierra County General Plans.

Housing Tools will provide the requested services in three phases:

***Phase 1, Threshold Documentation and Information on Homeless Services:*** Initial activities will be those necessary to plan and apply for the Non-Competitive NPLH funds, as well as provide needed information to each County for their Housing Element updates.

- Housing Tools will complete the required elements to meet the newly revised HCD threshold requirements for non-competitive NPLH funds as follows:
  - Review and research existing County data on homelessness; and current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System, from August through October 2019;
  - Organize and facilitate meetings with the NPLH-required county and community stakeholder groups to solicit their input on needs, housing and services gaps, goals, strategies, activities and permanent supportive housing models from September through December 2019;
  - Write the Homeless Plan and present it to County staff, stakeholders, and each County Board of Supervisors in February 2020. The Plan will then be submitted to HCD in order to finalize meeting all of the State's threshold requirements for the eventual receipt of Non-Competitive NPLH funds.
- After completion of the Homeless Plan, Housing Tools will deliver to each County Planning Director and their staff a summary report of data on homeless needs, and information concerning local homelessness programs, to be used to update the Housing Element of the Plumas County and Sierra County General Plans. This deliverable is anticipated to be completed by March 2020. Housing Tools staff will be available to confer and answer questions about the information as necessary.

**Phase 2, Affordable Housing Needs Assessment:** Housing Tools will complete an Affordable Housing Needs Assessment for each County. The content of these assessments will be shaped by each County's needs for updating its Housing Element, so that information can be pulled from these reports for the Housing Element updates. If desired by Plumas and Sierra Counties, this assessment can also include a site feasibility study to inform the decision-making process for the NPLH Permanent Supportive Housing Project. Such a study is highly recommended by our firm but is included as an optional task. Housing Tools will present the findings from its assessment in a written report, scheduled for completion in May 2020, that will include the following information:

- **Base Housing Market Conditions:** This will provide a snapshot of the economic and demographic conditions in each county that influence the housing market. This will include population growth trends, household characteristics, employment and wages, household income, and poverty statistics.
- **Subsidized Rental Report:** An assessment of the current supply of housing, and public funding availability for the production of publicly assisted affordable housing, including tax credit housing.
- **Affordable Housing Needs Analysis:** an analysis of housing needs for low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities.
- **(Optional): A Site Feasibility Analysis,** which will include a list of up to four viable sites for the development of Permanent Supportive Housing, a description of their characteristics, as well as benefits and limitations of each site. This will also be informed by the stakeholder input on potential models garnered in Phase 1.

**Phase 3, No Place Like Home Project Application:** Housing Tools will assist the County to develop a solicitation process to select a developer partner or facilitate a direct relationship with a selected developer. Our firm will then work with the County Behavioral Health Departments, the development partner, key stakeholders and the local housing Continuum of Care in order to prepare a two-county Project Application utilizing Non-Competitive NPLH funds, submitted no later February 15, 2021. Tasks will include:

- Assist Plumas County in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.
- Complete the Project Application, including the Universal Application and Supplemental Project Application.
- Complete a Supportive Services Plan to be attached to the Supplemental Project application for each county, which addresses all required NPLH elements, and which is developed in partnership with the Project Sponsor, supportive service providers and the property manager.

### **Scope of Work and Schedule:**

The chart below summarizes the proposed workplan, project schedule and budget associated with each deliverable. The workplan is organized by deliverable milestones and activities or sub-tasks necessary to achieve the milestone.

Community engagement and outreach meetings will be conducted in locations determined through consultation with Behavioral Health staff. It is anticipated that meeting locations may include Quincy, Chester, Downieville and Loyalton. The proposed stakeholder and community meetings include:

- 1) For the development of the Homeless Plan, three meetings/workshops with the NPLH-required stakeholders and the greater community will be conducted as follows:

Meeting #1: Introduce the planning process for the Homeless Plan, provide an overview of No Place Like Home, Permanent Supportive Housing, Housing First, and facilitate a needs assessment and service gaps brainstorming session.

Meeting #2: Identification of goals, strategies and activities over a 10-year period to address the needs and gaps identified at the first meeting, as well as a discussion of potential Permanent Supportive Housing models.

Meeting #3: Review the Homeless Plan draft document and solicit final feedback.

All of the following NPLH-required stakeholders will be invited to these collaborative meetings:

- County representatives from Behavioral Health, Public Health, Social Services, Probation/Criminal Justice, and Housing/Planning staff
- The local homeless Continuum of Care
- Local cities/towns within the County, represented by City Managers, Councilmembers, Public Safety, as well as other County staff such as the County Administrator or their representative
- Housing and Homeless Service providers including those who provide emergency shelter, meals, crisis intervention, etc.
- Managed Medi-Cal Health Plans, community clinics (both FQHCs and Tribal Health, or other health clinics), local hospitals
- The local Public Housing Authority
- Family caregivers of those experiencing serious mental illness

The general community will also be invited to attend and share their input, including the Greenville Rancheria. Housing Tools will develop and provide community outreach materials including flyers, public service announcements and social media content for Facebook, Twitter and Instagram, as desired by the County.

- 2) A stand-alone focus group meeting with family caregivers of those experiencing serious mental illness and those who have been or are homeless will be scheduled in consultation with County staff. We have found that using an existing meeting, such as a behavioral health peer support group is an effective way to obtain this input. The Plumas Crisis Intervention and Resource Center is a likely location and collaborative partners for such a meeting.
- 3) One-on-one interviews will be conducted with NPLH-required stakeholders who are unable to attend one of the meetings.

The Budget column below includes the cost of Deliverables for both Plumas and Sierra County. For Deliverables that include a separate report or application for each county, the Budget amount is divided evenly between the two counties. Plumas and Sierra Counties will partner under a county Memorandum of Understanding (MOU).

<b>Phase 1</b>	
<b>Deliverable/Activities</b>	<b>Timeline</b>
<b>Stakeholder and Community Engagement - Information on Homeless Services Needed for Homeless Plan and Housing Element Update (for each County)</b>	
<b>Task 1.1:</b> Stakeholder and Community Meeting/Workshop #1: Introduction of Homeless Plan process and facilitate a needs assessment and service gaps brainstorming session.	September 2019
<b>Task 1.2:</b> Review and research existing County data on homelessness; researching and understanding current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System;	August-October 2019
<b>Task 1.3:</b> Conduct follow up interviews with collaborative partners: public health, criminal justice, health providers, representatives of family caregivers for persons with serious mental illness. This will include meetings with the persons with mental illness and caregivers, and interviews with representatives from the school district, healthcare providers, County public health, and County Sheriff's Department.	September-October 2019
<b>Task 1.4:</b> Stakeholder and Community Meeting/Workshop #2: Present information from needs/gaps analysis, current resources and interview findings, and brainstorm goals, strategies and activities to include in the Homeless Plan.	October 2019
<b>Task 1.5:</b> Draft the Homeless Plan	November 2019
<b>Task 1.6:</b> Present Homeless Plan to Plumas and Sierra County Behavioral Health staff for comment and make revisions	December 2019-January 2020
<b>Task 1.7:</b> Present Homeless Plan to each County Board of Supervisors for adoption	February 2020
<b>Task 1.8:</b> Submit Homeless Plan to State HCD	February-March 2020

<b>Task 1.9:</b> Provide written summary of data and information on homelessness programs to each County Planning Director for use in their Housing Element updates.	March 2020
<b>Phase 2</b>	
<b>Affordable Housing Needs Assessments (one for each County)</b>	
<b>Task 2.1:</b> Conduct Research on Base Housing Market Conditions, including: population growth trends, household characteristics, employment and wages, household income, poverty statistics.	March 2020
<b>Task 2.2:</b> Complete a Subsidized Rental Report that includes: 1) a survey of the current affordable housing supply, and 2) public funding availability for the production of publicly assisted affordable housing, including tax credit housing.	March 2020
<b>Task 2.3:</b> Conduct an Affordable Housing Needs Analysis focusing on low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities. This will consist of an assessment of housing costs to income, median rents, vacancy rates, and availability of housing appropriate to each population category.	April 2020
<b>Task 2.4:</b> Draft Report, including information necessary for Housing Element updates, revise based on County feedback, and finalize for County use.	May 2020
<b>Optional Task 2.5:</b> Identify potential sites for Permanent Supportive Housing for both counties: 1) Compile a list of potential sites with the following information: size, zoning, supporting infrastructure, proximity to amenities and funding viability.  2) Visit most viable sites and conduct more in-depth research including: building code impacts, topography, open spaces, property history, building conditions and ADA accessibility and community support.  3) Identify the four most viable sites for both counties combined and describe their characteristics, including benefits and limitations in a written report.	May-June 2020
<b>Phase 3</b>	
<b>No Place Like Home Project Application (for both Counties)</b>	

<b>Task 3.1:</b> Assist Counties in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.	June 2020-February 2021
<b>Task 3.2:</b> Assist Counties with completion of a two-county NPLH Project Application utilizing non-competitive funds (Universal Application and Supplemental Project Application)	Submit no later than February 15, 2021.
<b>Task 3.3:</b> Complete a Supportive Services Plan for each County which addresses all required NPLH elements and has been development in partnership with the Project Sponsor, supportive service providers and the property manager	Submit as an attachment to NPLH Project Application no later than February 15, 2021.

**EXHIBIT B – Fee Schedule**

<b>Deliverable/Activities</b>	<b>Budget</b>
<b>Phase I Subtotal</b>	<b>\$27,200</b>
<b>Task 1.1:</b> Stakeholder and Community Meeting/Workshop #1: Introduction of Homeless Plan process and facilitate a needs assessment and service gaps brainstorming session.	\$1,400
<b>Task 1.2:</b> Review and research existing County data on homelessness; researching and understanding current systems and resources, including those required for NPLH referrals, data collection, HMIS and the Coordinated Entry System;	\$6,000
<b>Task 1.3:</b> Conduct follow up interviews with collaborative partners: public health, criminal justice, health providers, representatives of family caregivers for persons with serious mental illness. This will include meetings with the persons with mental illness and caregivers, and interviews with representatives from the school district, healthcare providers, County public health, County Sheriff's Department, and local Police Departments.	\$3,000
<b>Task 1.4:</b> Stakeholder and Community Meeting/Workshop #2: Present information from needs/gaps analysis, current resources and interview findings, and brainstorm goals, strategies and activities to include in the Homeless Plan.	\$2,600
<b>Task 1.5:</b> Draft the Homeless Plan	\$8,400
<b>Task 1.6:</b> Present Homeless Plan to Plumas and Sierra County Behavioral Health staff for comment and make revisions	\$1,400
<b>Task 1.7:</b> Present Homeless Plan to each County Board of Supervisors for adoption	\$1,600
<b>Task 1.8:</b> Submit Homeless Plan to State HCD	\$400
<b>Task 1.9:</b> Provide written summary of data and information on homelessness programs to each County Planning Director for use in their Housing Element updates.	\$2,400
<b>Phase 2 Subtotal</b>	<b>\$40,000</b>

<b>Task 2.1:</b> Conduct Research on Base Housing Market Conditions, including: population growth trends, household characteristics, employment and wages, household income, poverty statistics.	\$4,200
<b>Task 2.2:</b> Complete a Subsidized Rental Report that includes: 1) a survey of the current affordable housing supply, and 2) public funding availability for the production of publicly assisted affordable housing, including tax credit housing.	\$7,800
<b>Task 2.3:</b> Conduct an Affordable Housing Needs Analysis focusing on low, very-low and extremely-low income households, seniors, persons with disabilities, and homeless persons, including those who are homeless with mental disabilities. This will consist of an assessment of housing costs to income, median rents, vacancy rates, and availability of housing appropriate to each population category.	\$4,200
<b>Task 2.4:</b> Draft Report, including information necessary for Housing Element updates, revise based on County feedback, and finalize for County use.	\$3,800
<b>Task 2.5:</b> Identify potential sites for Permanent Supportive Housing for both counties: 1) Compile a list of potential sites with the following information: size, zoning, supporting infrastructure, proximity to amenities and funding viability.  2) Visit most viable sites and conduct more in-depth research including: building code impacts, topography, open spaces, property history, building conditions and ADA accessibility and community support.  3) Identify the four most viable sites for both counties combined and describe their characteristics, including benefits and limitations in a written report.	\$20,000
<b>Phase 3 Subtotal</b>	
<b>Task 3.1:</b> Assist Counties in developing an RFP or RFQ to select a developer partner for the NPLH Project Application or facilitate a direct relationship with a selected developer.	\$4,500
<b>Task 3.2:</b> Assist Counties with completion of a two-county NPLH Project Application utilizing non-competitive funds (Universal Application and Supplemental Project Application)	\$4,500
<b>Task 3.3:</b> Complete a Supportive Services Plan for each County which addresses all required NPLH elements and has been development in partnership with the Project Sponsor, supportive service providers and the property manager	\$6,000
<b>Total Budget:</b>	<b>\$82,200.00</b>

**EXHIBIT C – Confidentiality Agreement**

1. For purposes of this Agreement, all personal identifying information (“Non-Public Information”) concerning a PCBH client (“Client”) that Client provides to the Contractor will be excluded from any reports or publicly shared documents as part of the Work Product. All personal identifying information regarding the Client, including, without limitation, the identity of Client, shall be deemed and treated as strictly confidential, Non-Public Information, unless and until Client specifically authorizes Contractor in writing that any such personal identifying information may be treated as public. Except as specifically required by law, Contractor may disclose Non-Public Information only with Client’s prior written consent. Contractor shall have no authority to disclose Non-Public Information except in accordance with this section. Information already in the public domain shall not be considered Non-Public Information.
2. The work product of Contractor shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated or provided by Contractor in connection with Contractor’s performance of the scope of work (“Work Product”).
3. Contractor shall take appropriate measures to ensure the confidentiality and protection of all Work Product containing all Non-Public Information and to prevent its inadvertent or unintentional disclosure or its inappropriate use by Contractor or its subcontractors, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement.

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson, Ph.D., Director

DATE: September 3, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director 

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Supportive Services Technician I/II

## Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Supportive Services Technician I/II in Department 70571. This position was approved and funded in the 2018-2019 budget and is proposed in the 2019-2020 budget.

## Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Supportive Services Technician I/II, which was vacated due to resignation on July 12, 2019. The position was approved and funded in the 2018-2019 budget and is allocated and funded in the proposed 2019-2020 budget.

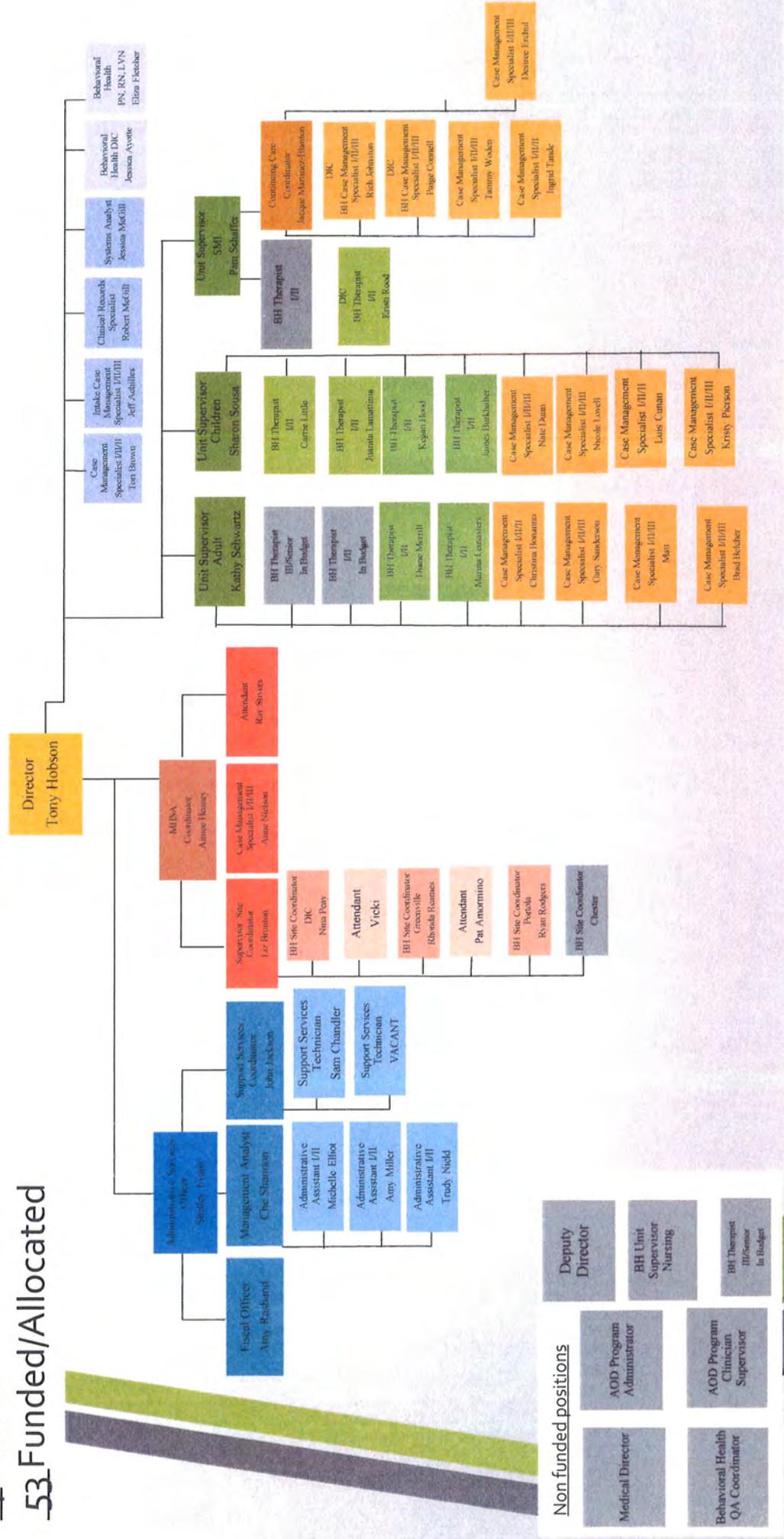
This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

# 74 Approved Positions

## 4 Vacant

## 53 Funded/Allocated

Plumas County  
Behavioral Health Department  
June 2018



# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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

1/E



**DATE:** August 23, 2019

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF SEPTEMBER 3, 2019.

RE: AUTHORIZE THE HUMAN RESOURCES DIRECTOR TO FILL 1.0 FTE FUNDED AND ALLOCATED HUMAN RESOURCES TECHNICIAN I, II OR III POSITION.

---

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

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

### **BACKGROUND AND DISCUSSIONS**

Due to the resignation of our current Human Resources Technician, I am requesting approval to recruit and fill this position.

Our Human Resources Technician I/II/III is a 1.0 FTE funded and allocated positon. The Human Resources Technician I/II/III position is a critical position for our department. For example, this position is our front line staff person, who is responsible for greeting our customers, answering the phone, and coordinating recruitment for our various departments. We are in the process of building a new payroll system and need to be fully staffed in order operate our department effectively.

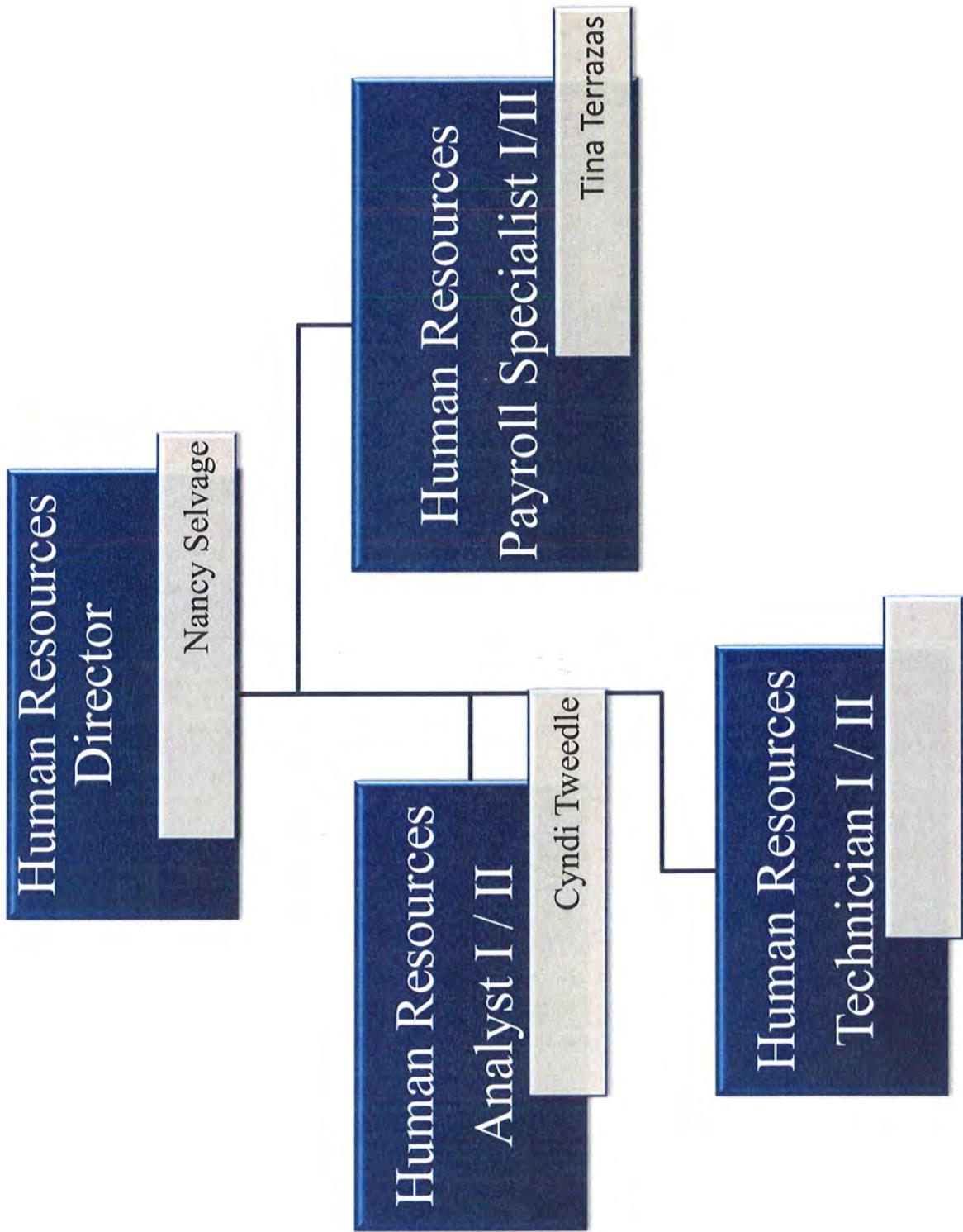
I have attached the Critical Staffing Questionnaire for your consideration along with our current organization chart and job descriptions for Human Resources Technician I/II/III. At this time, I am requesting that the Board authorize Human Resources to recruit and fill the vacant 1.0 FTE allocated and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

Thank you for your consideration.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH  
ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the position was allocated and funded within the 2019-2020 fiscal year budget. This position is critical support to the department and is responsible for coordination of employment recruitments, on-boarding new employees, assisting customers on the phone and in person. This position is a critical team member of this department.*
- Why is it critical that this position be filled at this time? *This position is vital to the daily operations of the Human Resources Department.*
- How long has the position been vacant? *The position will be vacant off on September 6, 2019.*
- Can the department use other wages until the next budget cycle? *This position is funded and allocated for FY 2019/2020. In addition to filling this position, we plan on using other wages to supplement the needs of our department.*
- What are staffing levels at other counties for similar departments and/or positions? *For the amount of work that is requested from the Human Resources Department, staffs are stretched thin as it is. We process all the data for payroll, ACA tracking, provide new hire orientations, maintain personnel files, track employees, verify employment, conduct job classification reviews, update system codes and records as needed, and building a new payroll system that is scheduled to go live 01/01/2020.. We are a small department with a very big work load.*
- What core function will be impacted without filling the position prior to July 1? *This position has a very heavy workload and has various timelines. Until this position can be filled, the three remaining staff will be required to coordinate these duties in addition to their own work load.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *We would do our best to see that the County did not suffer any negative fiscal impact. However, if reporting requirements are not completed in a timely manner, penalties could be issued for the County.*
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
- Does the department have a reserve? *No, Human Resources is funded totally by the General Fund.* If yes, provide the activity of the department's reserve account for the last three years?

# Human Resources Department Organizational Chart



## **HUMAN RESOURCES TECHNICIAN I**

### **DEFINITION**

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

### **DISTINGUISHING CHARACTERISTICS**

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

### **REPORTS TO**

Human Resource Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

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

### **EXAMPLES OF DUTIES**

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

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

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

## DESIRABLE QUALIFICATIONS

### **Knowledge of:**

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

### **Ability to:**

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

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

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

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

## **HUMAN RESOURCES TECHNICIAN II**

### **DEFINITION**

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

### **DISTINGUISHING CHARACTERISTICS**

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

### **REPORTS TO**

Human Resources Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

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

### **EXAMPLES OF DUTIES**

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

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

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

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

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

#### **Ability to:**

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

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

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

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

## **HUMAN RESOURCES TECHNICIAN III**

### **DEFINITION**

Under direction, to perform a variety of the more complex assignments related to Human Resources operations, activities, functions and services of Plumas County.

### **DISTINGUISHING CHARACTERISTICS**

This is an experienced level classification for the performance of a broad range of complex Human Resources assignments. Responsibilities include working with the payroll function and data processing for developing and maintaining the human resources and related functions in the County.

### **REPORTS TO**

Human Resources Analyst

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide lead direction to Human Resources Technician I, II positions.

## **HUMAN RESOURCES TECHNICIAN III – 2**

### **EXAMPLES OF DUTIES**

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

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## **HUMAN RESOURCES TECHNICIAN III- 3**

### **KNOWLEDGE OF**

- Modern office methods, practices, and procedures.
- Laws, rules and regulations affecting the County's Personnel programs.
- Research and information gathering techniques.
- County hiring procedures, including procedures used by the California Interagency Merit Systems.
- Personnel administration principles, practices, methods, and techniques.
- Establishment and Maintenance of filing and informational retrieval systems Employee benefits.
- Computers and software applications related to administrative support work.
- Human Resources functions and procedures, including recruitment, selection, classification, compensation, and equal employment opportunity.

### **ABILITY TO**

- Perform difficult and complex human resources work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws and policies.
- Coordinate County Human Resources functions.
- Use a computer and appropriate software for word processing, record keeping, and administrative functions.
- Analyze and evaluate a variety of information, researching and gathering appropriate data to resolve problems.
- Prepare a variety of reports.
- Effectively present ideas and recommendations orally and in writing.
- Deal tactfully and courteously with County staff, outside agencies, and the general public.
- Establish and maintain cooperative working relationships.

### **TRAINING AND EXPERIENCE**

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

Four (4) years of experience comparable to a Human Resources Technician II with Plumas County.

### **SPECIAL REQUIREMENTS**

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

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1854 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., Director; John Mannle, Asst. Director; Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

for the September 3, 2019 Meeting of the Plumas County Board of Supervisors

Date: August 26, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize execution of Amendment No. 7 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$9,965.00 for the Phase II Environmental Site Assessment for the new County Jail location.

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

### Background:

Dokken Engineering performed a Phase I Environmental Site Assessment (ESA) of the Site in April 2019 as part of the new Jail Project. The Phase I ESA revealed that asphalt mixing circles were present on the Site from as early as 1946 until sometime prior to 1973. According to John Mannle, Assistant Director of Plumas County Department of Public Works indicated that these mixing circles were unpaved, unlined areas used to combine petroleum and aggregate rock to produce asphalt for the road maintenance crews. We found no records regarding the mixing circles and any potential petroleum releases/impacts. Because they were not lined, it is possible that petroleum-impacted soil exists beneath the Site in the areas of the former mixing circles.

The purpose of the Phase II ESA is to assess the potential presence of petroleum in surface and subsurface soil in the areas of the former asphalt mixing circles. Additionally, information obtained from the Phase II ESA will be used to develop options for handling of impacted soil (if any) during redevelopment of the Site. The objective of the soil assessment will be to excavate exploratory trenches in the areas of the former mixing circles to observe subsurface conditions and to collect representative soil samples and have them analyzed for chemical of concern (COC).

The full scope of work is included as Exhibit A to the attached contract. The contract authorizes work to commence retroactively on April 24, 2019. As discussed during past stakeholder teleconferences for the Jail Project, Public Works considered the results of the ESA to be urgently needed in lieu of waiting for the project contractor to conduct the same study after award of a construction contract.

This contract has been approved as to form by Deputy County Counsel.

### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 7 to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$9,965 for the Phase II Environmental Site Assessment for the new County Jail location.

Attachment: Dokken Amendment No. 7 for the Phase II Environmental Site Assessment for the new County Jail location.

**TASK ORDER NO. 7**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for  
Transportation Improvement Projects in  
Plumas County, California**

This Task Order is an addendum to the PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DOKKEN ENGINEERING INC. ("Consultant"), dated January 25, 2016, and is hereby amended on \_\_\_\_\_, 2019 as set forth below.

The "County" has identified the need for professional services on the following project:

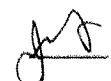
**TASK ORDER: Phase II Environmental Site Assessment for New County Jail Site**

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.
2. **Scope of Services.** The scope of services shall be as specifically set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Compensation.** County shall compensate Contractor for the services described in Section 2 above in accordance with the Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by reference.
4. **Schedule of Performance.** The project schedule shall be as set forth in the Project Schedule which is attached hereto as Exhibit "C" and incorporated herein by this reference.
5. **Additional Contract Provisions.**

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Task Order No. 7 shall commence, retroactively, on April 24, 2019.

\_\_\_\_\_  
Consultants Initials

 County Initials

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 7 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS  
A political subdivision of the State of California

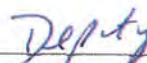
APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
Deputy

Date: 8/20/19

AGREED TO BY:

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

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

CONSULTANT  
DOKKEN ENGINEERING, INC.

\_\_\_\_\_  
Signature  
Richard Liptak, P.E.

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

68-0099664  
Dokken Engineering Inc. Taxpayer ID Number

\_\_\_\_\_  
Consultants Initials

  
\_\_\_\_\_  
County Initials

## EXHIBIT A - SCOPE OF SERVICES

### BACKGROUND

The approximate 2.5-acre Site is a county road maintenance yard used for storage of road maintenance equipment and materials. The Site is in an area of predominantly commercial development and governmental facilities along East Main Street with some single-family residential nearby.

We performed a Phase I ESA of the Site in April 2019. The Phase I ESA revealed that asphalt mixing circles were present on the Site from as early as 1946 until sometime prior to 1973. According to John Mannle, Assistant Director of Plumas County Department of Public Works and Plumas County Transportation Commission, these mixing circles were unpaved, unlined areas used to combine petroleum and aggregate rock to produce asphalt for the road maintenance crews. We found no records regarding the mixing circles and any potential petroleum releases/impacts. Because they were not lined, it is possible that petroleum-impacted soil exists beneath the Site in the areas of the former mixing circles. The historical presence of the mixing circles onsite is an REC for the Site.

### PURPOSE AND OBJECTIVES

The purpose of the Phase II ESA is to assess the potential presence of petroleum in surface and subsurface soil in the areas of the former asphalt mixing circles. Additionally, information obtained from the Phase II ESA would be used to develop options for handling of impacted soil (if any) during redevelopment of the Site. The objective of the soil assessment will be to excavate exploratory trenches in the areas of the former mixing circles to observe subsurface conditions and to collect representative soil samples and have them analyzed for chemical of concern (COC).

### SCOPE OF SERVICES

#### Pre-Field Activities

We will perform the following activities prior to beginning field activities:

- Prepare a site-specific health and safety plan to address the health and safety concerns for the proposed field activities and the use of personal protective equipment while performing the activities.
- Coordinate with Plumas County to facilitate the use of Plumas County personnel and equipment to conduct the exploratory trenching. We will also coordinate with Plumas County to have their personnel mark each of the proposed trench locations with white paint and/or wooden stakes as required by law and provide a minimum of 48-hours' notice to the local public utilities via Underground Service Alert.
- Retain a private utility locating company to further attempt to delineate subsurface utilities and conduits in proximity to the proposed trench locations.
- Retain Advanced Technology Laboratories (ATL) of Signal Hill, California, for laboratory analysis of soil samples. ATL is a California-certified laboratory.

## **Field Activities**

The scope of services of this Phase II ESA consists of conducting exploratory trenching to observe soil for evidence of potential impacts from the former mixing circles. The proposed locations of the exploratory trenches are shown on Figure 2. Based on the expected depth to groundwater, we anticipate that the maximum depth of the trenches will be approximately 10 feet, unless observations suggest that shallower or greater depths of excavation are warranted. Each exploratory trench will be logged and photographed.

Soil samples (if any) will be collected by driving a 2-inch-diameter by 6-inch-long stainless-steel sample tube into the trench wall at the desired depth (or into soil collected in the backhoe bucket) with a hand-driven sampler. The filled sample tube will be removed from the sampler and the ends sealed with Teflon sheets and plastic end caps. Samples will be labeled with a unique sample ID, date and time of collection, project name and number, and sampler's initials and placed on ice in a cooler. Soil samples, if collected, will be transported to ATL under standard chain-of-custody protocol.

As the soil is excavated by Plumas County personnel, it will be placed into segregated onsite "clean" and "impacted" stockpiles. The excavated soil will be placed on plastic sheeting and the "impacted" pile (if any) covered with plastic sheeting to minimize run-on and dust generation. Following the collection of soil samples, the "clean" stockpile will be used as initial backfill for the excavation. The "impacted" stockpile will remain onsite until results of waste characterization of the stockpile are received and an appropriate offsite disposal can be determined.

## **Laboratory Analysis**

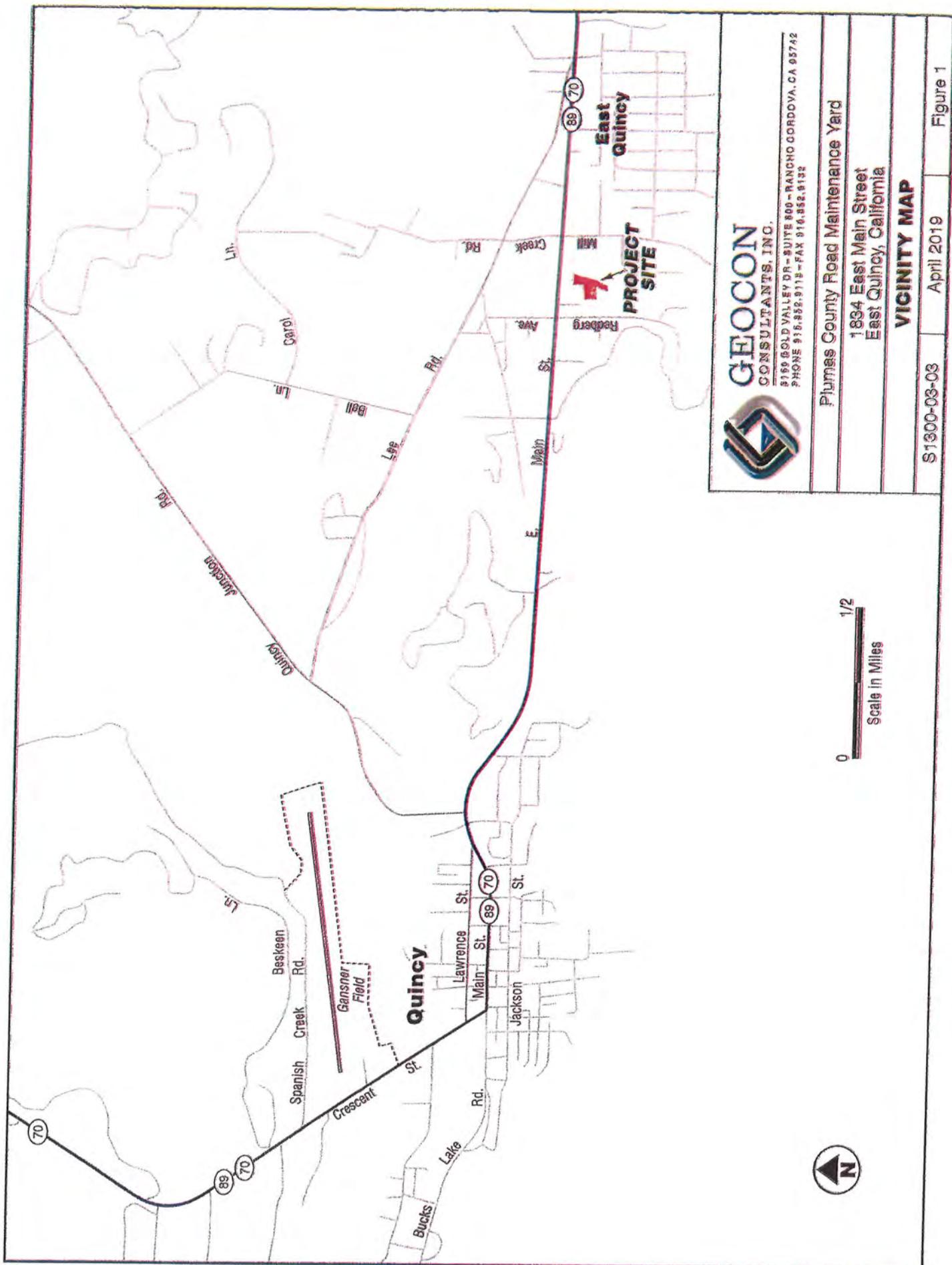
ATL will analyze the soil samples for:

- Total petroleum hydrocarbons as diesel and motor oil (TPHd and TPHmo, respectively) via United States Environmental Protection Agency (USEPA) Method 8015M;
- Volatile organic compounds via EPA Method 8260B;
- Polycyclic aromatic hydrocarbon via USEPA Method 8270; and
- Title 22 metals via USEPA Method 6010B and 7470A.

## **Report Preparation**

We will prepare a Phase II ESA report presenting the findings and conclusions of the investigation activities. The report will include but not be limited to the following:

- Project description;
- Introduction;
- Investigative methods;
- Investigative results and field observations;
- Data evaluation and discussion;
- Conclusions and recommendations;
- Appendices including laboratory reports and chain-of-custody documentation; and
- Vicinity Map and Site Plans.



1160 GOLD VALLEY DR - SUITE 800 - RANCHO CORDOVA, CA 95742  
PHONE 916.852.9718 - FAX 916.852.9712

卷之三

1834 East Main Street  
East Quincy, California

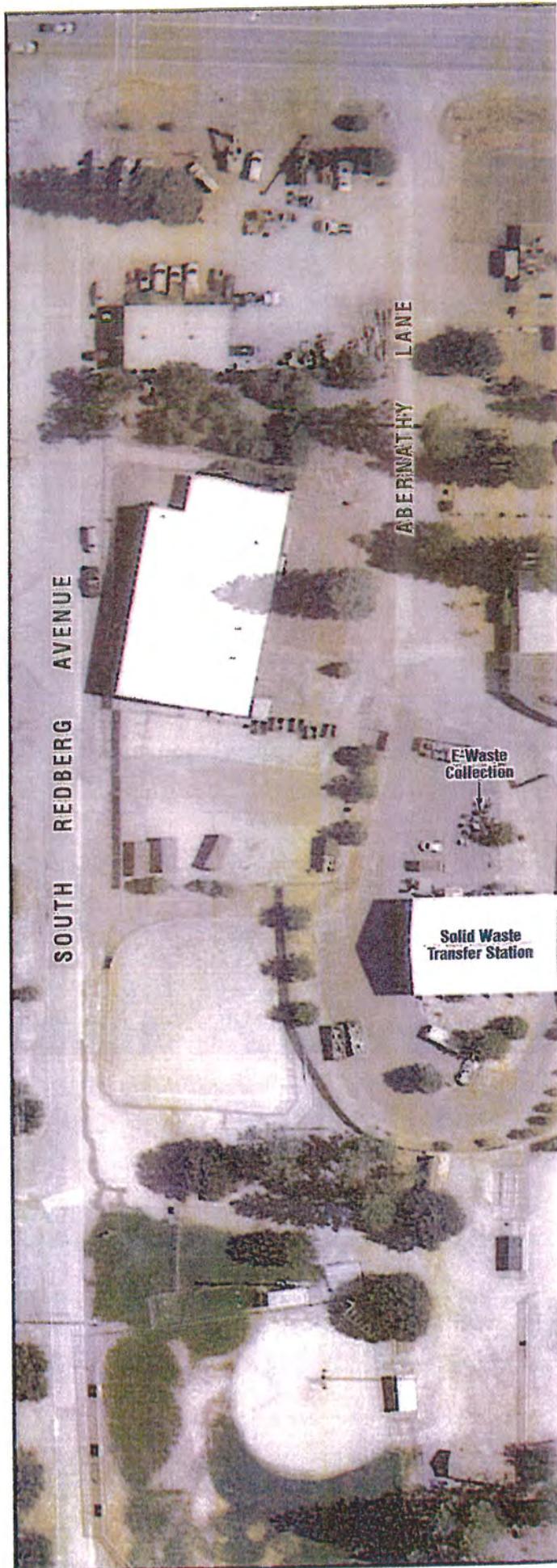
1/2  
Scale in Miles

Figure 1

VICINITY MAP

April 2019

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LEGEND:

- Approximate Site Boundary
- Approximate Exploratory Trench Location

0 80  
Scale in Feet



**GEOCON**  
CONSULTANTS, INC.

3160 GOLD VALLEY DR - SUITE 800 - RANCHO CORDOVA, CA 95742  
PHONE 916.852.9118 - FAX 916.852.9132

Plumas County Road Maintenance Yard

1834 East Main Street  
East Quincy, California

**SITE PLAN**

*[Signature]*

## **EXHIBIT B - COST**

The Phase II ESA will be performed for a lump sum fee of \$9,965, not including an environmental lien report. The fee is valid for a period of 60 days from the date of this proposal and includes the submittal of two copies of the final report. Consultation services rendered after the issuance of the reports and/or additional charges required for reviewing and copying regulatory records would be billed on a time and materials basis and would be additive to the proposed fee.

Geocon fees are based on their *2019 Schedule of Fees/Terms and Conditions*, which is incorporated into and made a part of this proposal, and current subcontractor rates. If Geocon encounters unforeseen conditions, or experience delays or circumstances beyond their control, the County will be notified immediately to discuss modifications to the scope of services and/or project fees.

This proposal has been prepared with the understanding that this is not a prevailing wage project. If the County should conclude this is a prevailing wage project, please so advise us in writing immediately.

*jro*

### COST ESTIMATE

Project Name **Plumas County Road Maintenance Yard Phase II ESA**

Project Scope **Pre-field work. Field work including performing exploration trenches, collection and laboratory analysis of soil samples. Report preparation.**

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
<b><u>TASK 1 - Pre-field Activities: Prepare health and safety plan, coordinate with Plumas County, and subcontractor procurement</u></b>					
Senior Project Geologist	4	HRS	\$150.00	1.00	\$600.00
Project Geologist	5	HRS	\$135.00	1.00	\$675.00
Word Processor/Technical Editor	1.5	HRS	\$80.00	1.00	\$120.00
				<i>Task 1 Subtotal</i>	<b>\$1,395.00</b>
<b><u>TASK 2 - Field Activities: Collect soil samples, laboratory analysis of soil samples</u></b>					
Staff Geologist	16	HRS	\$115.00	1.00	\$1,840.00
Pickup Truck	2	DAY	\$125.00	1.00	\$250.00
Photoionization Detector	2	DAY	\$125.00	1.00	\$250.00
TPHd/TPHmo	8	Each	\$150.00	1.00	\$1,200.00
VOCs	8	Each	\$75.00	1.00	\$600.00
PAHs	4	Each	\$300.00	1.00	\$1,200.00
Title 22 Metals	4	Each	\$170.00	1.00	\$680.00
				<i>Task 2 Subtotal</i>	<b>\$6,020.00</b>
<b><u>TASK 3 - Report Preparation</u></b>					
Senior Geologist	2	HRS	\$165.00	1.00	\$330.00
Senior Project Geologist	4	HRS	\$150.00	1.00	\$600.00
Staff Geologist	12	HRS	\$115.00	1.00	\$1,380.00
Technical Illustrator	2	HRS	\$80.00	1.00	\$160.00
Word Processor/Technical Editor	1	HRS	\$80.00	1.00	\$80.00
				<i>Task 3 Subtotal</i>	<b>\$2,550.00</b>
				<i>Total:</i>	<b>\$9,965.00</b>

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2019 SCHEDULE OF FEES

**PROFESSIONAL SERVICES**

Engineering Assistant/Laboratory Technician.....	\$75/hr.
Engineering Field Technician/Special Inspector I .....	80/120(PW)*/hr.
Engineering Field Technician/Special Inspector II .....	90/130(PW)*/hr.
Engineering Field Technician/Special Inspector III/Equipment Operator .....	100/140(PW)*/hr.
Word Processor/Technical Editor/Draftsman .....	80/hr.
Research Assistant/Technical Illustrator/Senior Draftsman.....	90/hr.
Project Coordinator/GIS Specialist/Field Supervisor.....	100/hr.
Staff Engineer/Geologist/Scientist.....	115/hr.
Senior Staff Engineer/Geologist/Scientist .....	125/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor.....	135/hr.
Senior Project Engineer/Geologist/Scientist.....	150/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist.....	165/hr.
Associate Engineer/Geologist/Scientist.....	195/hr.
Principal Engineer/Geologist/Scientist/Litigation Support .....	235/hr.
Deposition or Court Appearance .....	400/hr.
Overtime and Saturday Rate .....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate .....	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Project
Minimum Field Services Fee (per day or call-out) .....	4 Hours

\*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

**TRAVEL**

Personnel .....	Regular Hourly Rate
Subsistence (Per Diem).....	\$175/day
Vehicle Mileage .....	0.75/mile

**EQUIPMENT & ANALYTICAL TESTS**

Nuclear Gauge .....	Included in Technician Hourly Rate	Level D PPE/Decon Rinse Equipment .....	\$50/day
Pick-up Truck .....	\$125/day	pH/Conductivity/Temperature Meter .....	50/day
Equipment Truck .....	200/day	55-gallon drum .....	65/ea.
Direct-Push Rig/Operator .....	170/210(PW)*/hr	TPHg/BTEX (EPA 8015M/8021B) .....	70/ea.
Direct-Push Sample Liner .....	10/ea.	TPHg/BTEX/MTBE (EPA 8015M/8260B) .....	100/ea.
Equipment Trailer .....	100/day	TPHd/TPHmo (EPA 8015M) .....	75/ea.
Wenner 4-Pin Earth Resistivity Meter .....	150/day	Fuel Oxygenate Compounds (EPA 8260B) .....	110/ea.
Coring Machine (concrete, asphalt, masonry).....	175/day	Volatile Organic Compounds (EPA 8260B) .....	150/ea.
Dynamic Cone Penetrometer .....	200/day	Semi-Volatile Organic Compounds (EPA 8270) .....	300/ea.
Dilatometer (DMT) Test Equipment .....	800/day	CAM 17 Metals (EPA 6010B) .....	170/ea.
Generator or Air Compressor.....	100/day	Single Metal (EPA 6010B) .....	20/ea.
GPS Unit .....	160/day	Pesticides (EPA 8081) .....	125/ea.
Drive-Tube Sampler or Hand-Auger .....	40/day	Soil pH (EPA 9045C).....	20/ea.
Soil Sample Tube (Brass or Stainless) .....	10/ea.	WET or TCLP Extraction .....	75/ea.
Water Level Indicator .....	40/day	Sample Compositing .....	20/composite
Battery-Powered Pump .....	75/day	48-hour Turnaround Time .....	60% surcharge
Photo-Ionization Meter .....	125/day	24-hour Turnaround Time .....	100% surcharge

**LABORATORY TESTS**

**COMPACTION CURVES**

4-inch mold (D1557/D698).....	\$225/ea.
6-inch mold (D1557/D698).....	225/ea.
California Impact (CAL216) .....	225/ea.
Check Point.....	100/ea.

**SOIL AND AGGREGATE STABILITY**

Resistance Value, R-Value (D2844/CAL301).....	\$300/ea.
R-Value, Treated (CAL301) .....	325/ea.
California Bearing Ratio (D1883).....	175/pt.
Stabilization Ability of Lime (C977) .....	180/ea.



### SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117) .....	\$75/ea.	Moisture Determination, tube sample (D2216) .....	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202).....	115/ea.	Moisture Determination and Unit Weight (D2937) .....	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913).....	350/ea.	Atterberg Limits: Plasticity Index (D4318) .....	200/ea.
Hydrometer Analysis (D422) .....	165/ea.	Sand Equivalent (D2419/CAL217) .....	100/ea.
Sieve Analysis with Hydrometer (D422) .....	200/ea.	pH and Resistivity (CAL643) .....	120/ea.
Specific Gravity, Soil (D854) .....	85/ea.	Sulfate Content (CAL417) .....	90/ea.
Specific Gravity Coarse Aggregate (C127).....	60/ea.	Chloride Content (CAL422) .....	50/ea.
Specific Gravity Fine Aggregate (C128) .....	75/ea.	Organic Content (D2974) .....	60/ea.
		Cut/Extract Shelby Tube .....	100/ea.

### SHEAR STRENGTH

Unconfined Compression (D2166) .....	\$100/ea.
Direct Shear (D3080) (3pt) .....	300/ea.
Unconsolidated-Undrained Triaxial Shear (D2850) .....	125/pt.
Unconsolidated-Undrained Triaxial Staged (D2850) .....	175/ea.
Consolidated-Undrained Triaxial Shear (D4767) .....	300/pt.
Consolidated-Undrained Triaxial Staged (D4767) .....	375/ea.
Consolidated-Drained Triaxial Shear (EM1110) .....	400/pt.
Consolidated-Drained Triaxial Staged (EM1110).....	500/ea.

### PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084) .....	\$300/ea.
Permeability, Rigid Wall (D5856).....	290/ea.
Consolidation (D2435) .....	50/pt.
Expansion Index (D4829/UBC 29-2) .....	225/ea.
Swell/Collapse (D4546).....	150/pt.

### AGGREGATE QUALITY

Sieve Analysis to #200 (C136) .....	\$115/ea.
L.A. Rattler Test (500 rev.) (C131).....	200/ea.
Durability Index (D3744/CAL229) .....	165/ea.
Fine Aggregate Angularity (CAL 234) .....	125/ea.
Flat and Elongated Particles (D4791/CAL 235) .....	150/ea.
Percent Crushed Particles (CAL205) .....	150/ea.

\*2X surcharge on rush turnaround for laboratory testing

### TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$5,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$10,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

### **EXHIBIT C - SCHEDULE**

We anticipates the final report will be completed and submitted to the County by May 17, 2019, assuming authorization to proceed is received by April 19, 2019.

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# Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Mark Satterfield, M.D, Health Officer

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for September 3, 2009

**Recommendation:** Approve a Resolution to accept Grant Agreement Number 19-10439 from the California Department of Public Health, Office of AIDS for HIV/AIDS Surveillance activities and authorize the Director of Public Health to sign the Agreement as the Board designee.

**Background Information:** As the Board may recall, Plumas County Public Health Agency had a contract with the California Department of Public Health, Office of AIDS for various HIV/AIDS Surveillance activities for many years. The goals of this project are to maintain active AIDS case surveillance with reporting facilities, to improve the timeliness, accuracy and reliability of the local AIDS case data, to conduct investigations of cases, to reduce the number of new cases by offering assistance in the counseling and referral of partners, and to protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded.

The term of the agreement is July 1, 2019 through June 30, 2024 for \$15,000.00.

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

**RESOLUTION NO. 19-**

**RESOLUTION TO ACCEPT GRANT AGREEMENT NUMBER 19-10439 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH) , OFFICE OF AIDS (OA) FOR FUNDING THE HIV/AIDS SURVEILLANCE PROGRAM.**

**WHEREAS**, Plumas County Public Health Agency will provide active and passive HIV/AIDS Case Surveillance in health and social services settings, including laboratories and confidential test sites; and

**WHEREAS**, Plumas County Public Health Agency will improve the timeliness, accuracy and reliability of the local HIV/AIDS case data; and

**WHEREAS**, Plumas County Public Health Agency will investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission, and in conjunction with CDPH, OA staff, conduct investigations of cases of public health importance.

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

1. Approve and Accept Grant Agreement Number 19-10439 from the California Department of Public Health, Office of AIDS for the term of July 1, 2019 through June 30, 2024 in the amount of \$15,000.00.
2. The Director of Public Health is authorized to sign the Agreement and execute subsequent documents and amendments pertaining to Grant Agreement Number 19-10439.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 3<sup>rd</sup> day of September 2019, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Chair, Plumas County Board of Supervisors

Attest:

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Clerk, Plumas County Board of Supervisors

JA

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



**DATE:** August 20, 2019

**TO:** The Honorable Board of Supervisors

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

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF SEPTEMBER 3, 2019**

**RE: RATIFIED AND APPROVED EFFECTIVE JULY 1, 2019 THE AGREEMENT FOR SPECIAL SERVICES BETWEEN LIEBERT CASSIDY WHITMORE AND COUNTY OF PLUMAS FOR LABOR NEGOTIATION SERVICES**

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

Ratify and approve effective July 1, 2019 the attached Agreement for Special Services for ongoing labor negotiation services provided by Liebert Cassidy Whitmore (LCW).

### **BACKGROUND AND DISCUSSIONS**

Plumas County recently received an updated LCW fee schedule for their special services and a new Agreement for Special Services. It is our recommendation to approve the attached updated Agreement for Special Services effective July 1, 2019 along with the new fee schedule. The fee schedule for "Partner" services has increased by \$20 per hour, from \$350 to \$370 per hour.

As you are aware, our agreement with LCW provides us with employment and labor law expertise for labor negotiations. We have recently ratified a new Memorandum of Understanding with the Probation Association and the Mid-Management Probation Association. But we are currently in open negotiations with other Plumas County labor groups.

Thank you for your consideration in this matter.

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the COUNTY OF PLUMAS (“County”).

### **1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until County returns a properly signed and executed copy of this Agreement.

### **2. Attorney's Services**

Attorney agrees to provide County with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by County or otherwise required by law.

### **3. Fees, Costs, Expenses**

County agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00). See Schedule I for a full Fee Schedule. LCW reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. LCW will provide the Client with written notification of any adjustment in the range of rates. LCW bills its time in minimum units of one-tenth of an hour.

incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between County and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

#### **6. File Retention**

After our services conclude, Attorney will, upon County's request, deliver the file for the matter to County, along with any funds or property of County's in our possession. If County requests the file for the matter, Attorney will retain a copy of the file at the County's expense. If County does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If County does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further

**SCHEDULE I – FEES & COSTS**

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$370.00
Senior Counsel	\$320.00
Associates	\$210.00 - \$300.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$125.00
E- Discovery Specialists	\$125.00
Law Clerks	\$130.00 - \$170.00

2. **COSTS**

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page



**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: August 22, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Adopt a Resolution for Juvenile Justice Coordinating Council

### **Recommendation:**

Adopt a resolution which: restates the following individuals to the Juvenile Justice Coordinating Council in accordance with Welfare & Institutions Code Section 749.22 (new or revised members): Chief Probation Officer, as chair, and one representative each from the District Attorney's Office, the Public Defender's Office, the Sheriff's Department, the Board of Supervisors, the Department of Social Services, the Department of Mental Health, a community-based drug and alcohol program, a city police department, the County Office of Education or a school district, and an at-large community representative.

### **Background and Discussion:**

The Juvenile Justice Coordinating Council (JJCC) ("Council") was established so that the County would be eligible to apply for grant funding under the Juvenile Crime Enforcement and Accountability Challenge Grant Program, codified at Welfare & Institutions Code Sections 749.2 et. seq. under Welfare & Institutions Code Section 749.22 (WI 749.22). Council is required to, at minimum, have the following members: (1) The Chief Probation Officer, as Chair; (2) A representative from the district Attorney's Office; (3) A representative from the Public Defender's Office; (4) A representative from the Sheriff's Office; (5) A representative from the Board of Supervisors; (6) A representative from the Department of Social Services; (7) A representative from the Department of Mental Health; (8) A representative from a community-based drug and alcohol program; (9) A representative from a City Police Department; (10) A representative from the County Office of Education or School District; (11) An at-large community representative; and (12) Representatives from non-profits community based organizations providing services to minors.



**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

The recommended restatements meet the requirement of WI 749.22. The Council will meet in a public meeting on date to be determined to vote the recommended appointments to fill vacancies.

Under WI 749.22, this Council is responsible for developing a comprehensive, multi-agency juvenile justice plan aimed at decreasing crime and delinquency among at-risk youth. In 2000, The State of California established the Juvenile Justice Crime Prevention Act Program ("JJCRA Program"). The JJCRA Program was created by the Crime Prevention Act of 2000 to provide a more stable state funding source for implementing a Juvenile Justice Plan ("Plan") developed by the Council. The Council is required to review annually the Plan and make modifications as necessary. As such, it is necessary for the Board to approve membership appointments to the Council. This will enable the Council to review the existing Plan.

**RESOLUTION NO.\_\_\_\_\_**

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS RESTATING  
MEMBERS TO THE JUVENILE JUSTICE COORDINATING COUNCIL**

**WHEREAS**, in 1996, Senate Bill 1760 established the Juvenile Crime Enforcement and Accountability Challenge Grant Program ("Challenge Grant Program") codified as Welfare & Institutions Code Sections 749.2 et seq.; and

**WHEREAS**, in order to be eligible to receive grants under the Challenge Grant Program, each county was required to establish a multi-agency Juvenile Justice Coordinating Council to develop a comprehensive, multi-agency juvenile justice plan ("Plan"); and

**WHEREAS**, Welfare & Institutions Code Section 749.22 identified the minimum membership for a Juvenile Justice Coordinating Council; and

**WHEREAS**, The Board of Supervisors appoints members to the Plumas County Juvenile Justice Coordinating Council that met the requirements of Welfare & Institutions Code Section 749.22; and

**WHEREAS**, Due to the fact that previous individuals appointed to the Plumas County Juvenile Justice Coordinating Council have had their memberships terminated by way of resignation or otherwise, it is necessary to appoint new members to the Plumas County Juvenile Justice Coordinating Council.

**WHEREAS**, in 2000, the State of California established the Juvenile Justice Crime Prevention Act Program ("JJCPA Program"), codified at Government Code Section 30061, which is a state funding source for implementing a Plan developed by a local Juvenile Justice Coordinating Council; and

**WHEREAS**, Government Code Section 30061 (b)(4) requires the Plumas County Juvenile Coordinating Council to annually review and modify the Plan; and

**WHEREAS**, Government Code Section 30061 (b)(4) provides that the Plan shall be approved by the Board of Supervisors and submitted to the Board of State and Community Corrections; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of the County of Plumas hereby:

- (a) Appoints the Chief Probation Officer, Erin Metcalf as the Chair of the Plumas County Juvenile Justice Coordinating Council; and,

(b) Authorizes appointed Chief Probation Officer to submit and/or to sign Plumas County's Application for Approval for the County's Comprehensive Multi-agency Juvenile Justice Plan and related contacts, amendments, or extensions with the State of California, as approved by the Board of Supervisors; and,

(c) Identifies the following as members of the Plumas County Juvenile Justice Coordinating Council:

A representative from the District Attorney's Office  
A representative from the Public Defender's Office  
A representative from Board of Supervisors  
A representative from the Department of Social Services  
A representative from the Mental Health Department  
A representative from the County office of Education  
An at-large community representative  
A community-based drug and alcohol program  
A representative from the Sheriff's Department

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of the County of Plumas in a meeting thereof held on September, 3, 2019 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

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

Typed Name and Title: \_\_\_\_\_

**ATTEST:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_



jc

## Plumas County Public Health Agency

Andrew Woodruff, MPH, Director

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Mark Satterfield, M.D., Health Officer

**Date:** August 26, 2019

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** 10 Minute Heart Safe Community Presentation for September 3, 2019

Presentation of Certificates to Chester Fire Department and other Lake Almanor Basin Fire Departments in recognition of their community being designated as a HEART Safe Community.

The Plumas County Public Health Agency, Care Flight Ground and the American Heart Association (AHA) aim to help the communities in Plumas County improve their cardiovascular health and increase the chances that anyone suffering a cardiovascular emergency will have the best possible chance for survival.

Through the HEART Safe Community program, Plumas County communities can implement programs to:

- Strengthen what the AHA has called the "Chain of Survival"
- Improve cardiovascular health
- Improve chances of survival from SCA (sudden cardiac arrest)

It is the hope of the community partners that by being identified as a HeartSafe Community, there will be increased community awareness regarding cardiovascular health and the potential for saving the lives of persons with cardiac emergencies.

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

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**RESOLUTION NO. 19-**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
APPROVING PROPOSED REVISIONS TO THE GOLDEN STATE FINANCE  
AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, on August 15, 2019, the Board of Directors of Golden State Finance Authority (GSFA), a Joint Powers Authority of which Plumas County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Plumas have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of GSFA.

PASSED AND ADOPTED this 3<sup>rd</sup> day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chair of the Board of Supervisors

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Clerk of the Board of Supervisors

COUNTY OF PLUMAS

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

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

Name:

Title:

Attest:

---

Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 • Sacramento, California 95814  
Phone: (855) 740-8422 • Fax: (916) 444-3219 • [www.gsfa.org](http://www.gsfa.org)

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**To:** GSFA Board of Directors

**From:** Greg Norton, Executive Director  
Arthur Wylene, General Counsel

**Date:** August 6, 2019

**Re:** Proposed Revisions to the Golden State Finance Authority JPA  
Agreement - ACTION

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**Summary**

The GSFA Joint Powers Agreement (JPA) was last amended in May 2015. Since that time, GSFA has substantially expanded its efforts to assist member counties in several areas, in addition to the well-established housing and PACE financing programs. These initiatives include:

- Establishment of an economic development team to facilitate county-lead business attraction and retention efforts, job creation efforts, and assist member counties in obtaining related state and federal funding.
- Leveraging GSFA's expertise in capital finance to facilitate rural infrastructure financing.
- Initiating the Golden State Natural Resources Project to promote forest resiliency and associated economic development on a large scale.

The JPA presently grants GSFA the power to (among other things) "finance the construction, acquisition, improvement and rehabilitation of real property..." and all of the ongoing activities of GSFA fall within this authorization. However, GSFA management and counsel recommend amending the JPA to expressly reference these expanded activities, both for purposes of clarity and to ensure that the organization's commitment to these initiatives is reflected in the governing documents. These revisions were reviewed, discussed, and approved by the GSFA Executive Committee at their meeting on July 10, 2019.

The JPA Agreement is attached with proposed revisions in track changes. The specific proposed revisions include:

- Expressly authorizing GSFA to establish and operate programs and projects to promote public safety, economic development, and environmental protection,

including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

- Clarifying that GSFA may finance the *preservation* of real property and infrastructure.
- Incorporating recent amendments to the PACE statutes expanding the types of improvements that may be financed through that program.
- Expressly authorizing GSFA to issue Industrial Development Bonds for qualifying projects.
- Specifically referencing GSFA's ability to create nonprofit corporations (such as NHF and GSNR).
- Other technical amendments to revise obsolete language or conform to current practice.

All of the proposed revisions are included in track changes in Attachment 1. The process for revision of the Agreement is as follows:

- Provide the Agreement with proposed revisions to each member's delegate for presentation and action by each member's Board of Supervisors.
- Section 19 of the Agreement calls for presentation and action by each Member's Board to be completed within 60 days of approval by the GSFA Board of Directors. Adoption of the amendment requires approval be a majority of Member Boards.

**Recommendation:**

It is recommended that the GSFA Board of Directors review and approve the proposed revisions to the GSFA Joint Powers Authority Agreement.

**Attachment(s)**

- Proposed Amended and Restated Joint Exercise of Powers Agreement (Track Changes)

## GOLDEN STATE FINANCE AUTHORITY

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated May 5, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10May 5, 2014.

B. WHEREAS, the Members of California Home Finance Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

C.D. WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste reduction/diversion and reuse.

D.E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure within the jurisdiction of the Authority as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

**"Act"** means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the Executive Committee.

**"Authority"** means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial

or legal obligation of the Authority under the Act.

**"Program" or "Project"** means any work, improvement, program, project or service undertaken by the Authority.

**"Rural County Representatives of California"** or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## **2. Purpose**

The purposes of the Authority ~~is~~are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property ~~and~~ and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuscreductionpublic safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including ~~assisting in financing provision of~~ financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

## **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

## **4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

## 5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

## 6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall

set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source, and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse. public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development. The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and

implementation agreements to implement such programs.

(10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste reduction and reuse, public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## 7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## 8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## 9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one

hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

#### **10. Executive Committee of the Authority**

##### **a. Composition**

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

##### **b. Powers and Limitations**

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

##### **c. Quorum**

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

#### **11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

#### **12. Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

**16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## **21. Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions

hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

**AS ADOPTED BY THE MEMBERS:**

Originally dated July 1, 1998

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

Amended and restated , 2019

*[SIGNATURES ON FOLLOWING PAGES]*

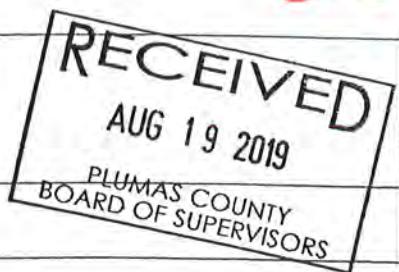


2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County

38

1. Project Title:  
Plumas Co. Sheriff's Office Radio Site Back-up Power Project

Group Submitting Project: Plumas Co. Sheriff's Office



Requested Grant Amount: \$79,698.44

Funding Period: 2019-2022

Contact Name: U/S Dean Canalia

Address: 1400 E Main St Quincy, CA

Phone: 530-283-6390

E-Mail: dcanalia@pcso.net

2. Project Summary- The Sheriff's Office has been working for some time to acquire, develop and build communication sites to expand coverage lost in the FCC's mandate to narrowband communications. This FCC rule change has severely hampered emergency communications across the board, but most notably for search and rescue responses as well as responses by local level fire resources as the communication coverage lost by meeting the required mandate is significant.

These communication facilities have been designed to operate for 48-72 hours without commercial or generator power with the use of batteries. The Sheriff's Office has been using this standard for many years and all virtually all communications equipment has auxiliary battery power regardless of who the site owner is. These battery systems would have to be significantly redesigned to provide for power in excess of the two to three days the current installations allow.

Recently, Pacific Gas and Electric (PG&E) provided notice to all public safety agencies not only to expect power to distribution lines to be cut during wind related weather events, but also power to transmission lines. Before electrical power is restored all distribution and transmission lines will have to be visually inspected and repaired as needed. The best-case scenario has power being out for 48-72 hours, which is the limit of auxiliary battery power available. In reality, the power will more likely be out for four to six days before being restored. An outage for that length of time will severely impact emergency communication systems used by public safety agencies in the County.

Recent weather-related events have caused various problems with power lines that caused devastating and deadly fires. These fires have caused numerous communication resources to go off line, not necessarily because the sites were burned over, but because power was lost. Wildfires cause an extreme drain on local emergency resources, especially local fire departments who are part of the fire suppression response. Also impacted in the local search and rescue team which is the lead group in fire evacuations and recovery efforts, should they be needed. Without reliable communications, these jobs become much more difficult and dangerous for first responders.

## 2019 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

The most cost effective approach to mitigate this issue is adding generators to county operated sites. By appropriately sizing these generators and fuel supplies, extended run times exceeding two weeks can be realized. The State of California has many communication sites throughout the state and Plumas County uses many of these facilities for its emergency communication needs. Each of these sites have back-up generators and fuel supplies that allow for extended operations, which largely mitigated the problems experienced in extended power outages caused by recent wildfires.

Currently there are two county owned sites that do not have back-up generator power available, specifically Radio Hill and Claremont Peak. Both sites provide a vital role in the county's public safety communication systems. The Radio Hill site has been provisioned with an automatic transfer switch in anticipation of a generator being installed in the future if needed. The Claremont site had a generator at one time, so the required space and fuel connection are in place. With both sites at least partially ready for a generator to be installed, costs and time to install have been significantly reduced.

This grant application will help move forward plans to increase the resiliency and reliability of radio communication sites in support of emergency search and rescue, as well as fire response and suppression, activities.

**2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**3. How does the project address the activities authorized by Title III? Check all that apply:**

*I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.*

*II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.*

*III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.*

**Explain:** Increasing communication site reliability with back-up power will enhance search and rescue, as well as fire operations during wildfire, or wind, related events.

**4. Project Workplan:**

Work with related commercial electrical contractors to appropriately size generators and fuel supplies for county owned communications sites that will provide extended run times.

Develop need plans for submission to the Plumas County Building Dept. for permits that allow for installation.

Install generators and related equipment.

**2019 Title III, Secure Rural Schools and Community Self-Determination Act**  
**Plumas County**

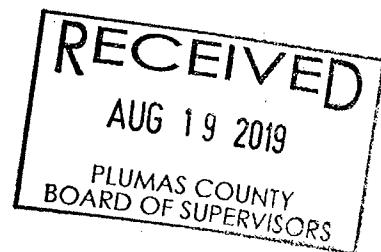
**5 Project Budget:**

Purchase, and Install Generators for Communication Sites

*7*  
\$70,698.44

2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County

1.	<p><b>Project Title:</b> Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project</p>	
	<p><b>Group Submitting Project:</b> Plumas Co. Sheriff's Office</p>	
	<p>Requested Grant Amount: \$50,000</p>	<p>Funding Period: 2019-2022</p>
		<p>Contact Name: U/S Dean Canalia</p>
		<p>Address: 1400 E Main St Quincy, CA</p>
		<p>Phone: 530-283-6390</p>
		<p>E-Mail: dcanalia@pcso.net</p>
2.	<p><b>Project Summary</b> The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside of Plumas County.</p> <p>With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are otherwise not specifically funded. The costs of SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff to handle the mission. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.</p>	



## 2019 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

3. How does the project address the activities authorized by Title III? Check all that apply:

- I. *Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.*
- II. *Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.*
- III. *Develop community wildfire protection plans in coordination with the Secretary of Agriculture.*

**Explain:** The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, providing proper personal protection equipment and training of department personnel

**2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

4. Project Workplan: By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, purchase on new fire resistant clothing (PPE), and incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

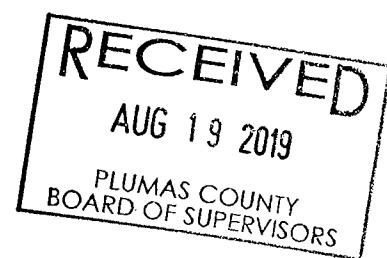
2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County

5 Project Budget:

Salaries and benefits	\$30,000
Fire Resistant PPE	\$6,000
Equipment repair and replacement	\$6,500
Vehicle Repair, Maintenance and Fuel	<u>\$7,500</u>
<b>Total</b>	<b>\$50,000</b>

**2019 Title III, Secure Rural Schools and Community Self-Determination Act**  
**Plumas County**

<b>1. Project Title:</b> Plumas County Wildfire Prevention	
<b>Group Submitting Project:</b> Plumas County Office of Emergency Services	
<b>Requested Grant Amount:</b> \$ <u>65,000</u>	<b>Funding Period:</b> <u>2019</u> to <u>2022</u>
	<b>Contact Name:</b> U/S Dean Canalia
	<b>Address:</b> 1400 E Main St Quincy, CA
	<b>Phone:</b> 530-283-6375
	<b>E-Mail:</b> dcanalia@pcso.net
<b>2. Project Summary</b>	This project continues wildfire prevention, planning, mitigation and response efforts throughout Plumas County by assisting, creating and updating community wildfire protection plans, fire prevention planning, outreach and education, and ongoing activities of the Fire Prevention Specialist.



**2019 Title III, Secure Rural Schools and Community Self-Determination Act**  
**Plumas County**

**3. How does the project address the activities authorized by Title III? Check all that apply:**

I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

**Explain:**

See project work plan below.

## 2019 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

### 4. Project Workplan:

- Continue liaison and coordination work with Plumas County Firesafe Council, Plumas County Fire Chief's Association, existing Fire Protection (or service) Districts, Cal Fire, US Forest Service and other fire prevention agencies by regularly attending meetings, providing updates, developing reports and providing wildfire prevention information and knowledge as appropriate.
- Work to increase the number of Firewise Communities throughout Plumas County through education and outreach to the local fire departments, various community organizations and the public.
- Provide wildfire prevention consultation and advice to the Plumas County Planning and Building Departments and the Plumas County Planning Commission. Review and comment on various plans and documents including but not limited to the Plumas County General Plan, Multi-hazard Mitigation Plan, Emergency Operations Plan and other documents as appropriate.
- Facilitate creation on wildfire evacuation plans and work directly with the Plumas County GIS Department to create related maps. Work with commercial printers to print related maps and supporting material for dissemination to individuals in project areas.
- Facilitate input from Plumas County Fire Departments regarding the Community Wildfire Protection Plan (CWPP) and Firewise Community development and assist Plumas County Fire Safe Council in coordinating, reviewing, and updating the CWPP.
- Work with Fire Safe Council, local fire departments, community leaders and organizations to develop wildfire prevention strategies and mitigation measures.
- Provide updates to the Plumas County Board of Supervisors during a regularly scheduled and publicly held Board meetings.
- Develop and implement action plans to provide homeowner education and outreach for properties located outside existing fire protection district boundaries.
- Reimbursement for response and support to wildfire incidents threatening local communities.

**2019 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**5 Project Budget:**

Ongoing activities and continuing contract with Fire Prevention Specialist: \$55,000

GIS Services(Fire Map Design), Printing, Public Meeting Materials \$10,000

Total \$65,000

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TO: Feather Publishing  
FROM: Plumas County  
DATE: August 1, 2019  
RE: PUBLICATION OF NOTICE

Please publish the following notice in all of your newspapers in the August 14<sup>th</sup> and August 28<sup>th</sup> editions:

### NOTICE

The Plumas County Board of Supervisors will open its hearing on the 2019/2020 County Budget at 1:00 p.m. on September 3, 2019. The proposed budget documents are available to members of the general public at the Board of Supervisors Office in the County Courthouse, Room 309. The hearing will take place in the Board of Supervisors Chambers in the County Courthouse, Third Floor, Room 308, Quincy, California. Any member of the general public may appear at the hearing and be heard regarding any item of the budget or for the inclusion of additional items.