



## **BOARD OF SUPERVISORS**

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

AGENDA FOR REGULAR MEETING OF JUNE 2, 2020 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**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it live online.

### **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

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. **PUBLIC HEALTH AGENCY** – Andrew Woodruff  
Report and update on COVID-19; receive report and discussion

## **2. 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) Approve and authorize the Chair to sign contract, not to exceed \$81,000, between County of Plumas and North Fork Family Medicine to provide medical services to Jail inmates; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$162,000, between County of Plumas and Joseph Schad, D.O., to provide medical director services at the Jail; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign contract, not to exceed \$362,000, between County of Plumas and May Nursing Services to provide medical services to Jail inmates; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign agreement, not to exceed \$75,000, between County of Plumas and A&P Helicopters for Sheriff's law enforcement needs; approved as to form by County Counsel [View Item](#)

### **B) ELECTIONS**

Certify election results of the Hamilton Branch Fire Protection District Special Election, held on May 5, 2020 [View Item](#)

### **C) BOARD OF SUPERVISORS**

Ratify letter to the Department of Transportation (Caltrans) for encroachment permit (Chester Jr/Sr High School: Parade of Senior event to be held on Friday, June 12, 2020, Chester Jr/Sr High School Gym) [View Item](#)

### **D) CLERK OF THE BOARD**

Approve Board minutes for May 2020

### **E) INFORMATION TECHNOLOGY**

Approve and authorize the Chair to sign Addendum to Agreement between County of Plumas and Megabyte Systems, Inc. for property tax software (\$576.17 monthly); approved as to form by County Counsel [View Item](#)

### **F) TREASURER/TAX COLLECTOR**

Adopt **RESOLUTION** Delegating Authority to the Treasurer to Invest County Funds and Funds of Other Depositors for 2020; and approve Treasurer's Investment Policy and Guidelines, as submitted [View Item](#)

### **G) SOCIAL SERVICES**

Approve First Amendment to existing agreement between County of Plumas and Plumas Crisis and Intervention Center for Housing Support Program, increasing the contract by \$10,000, total contract not to exceed \$135,000; approved as to form by County Counsel [View Item](#)

**H) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Director of Behavioral Health to sign agreement between County of Plumas and CalMHSA to lock in state hospital bed rate of \$1,402 per bed; approved as to form by County Counsel [View Item](#)
- 2) Authorize payment of \$3,630, without a contract, to Adventist Health St. Helena for specialty mental health service fees from November 2019 [View Item](#)

**I) PROBATION**

Approve and authorize the establishment and implementation of *In-Custody and Transport Policies and Procedures*, as submitted; approved as to form by County Counsel [View Item](#)

**J) COUNTY COUNSEL**

Review and approve "Memorandum of Understanding between the Plumas County Department of Social Services and the Plumas County Counsel" for legal representation in juvenile dependency (Welfare and Institutions Code sec. 300) matters in an amount not to exceed \$100,800 and ratify effective August 1, 2019 [View Item](#)

**K) PLANNING**

Approve and authorize the Chair to sign First Amendment to Agreement by and between Plumas County and Hinman and Associates Consulting, Inc., not to exceed \$3,995; approved as to form by County Counsel; and approve budget transfer of \$3,995 to cover the additional costs [View Item](#)

**L) PUBLIC WORKS**

- 1) Authorize the Department of Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Public Works Lead Maintenance Worker position, Beckwourth District [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$21,420, between County of Plumas and Tim Ringo dba Bob's Janitorial Service for facilities maintenance; approved as to form by County Counsel [View Item](#)
- 3) Authorize the Department of Public Works to purchase fixed assets (Class 8 Paint Striper Truck), not to exceed \$471,927.88, from M-B Companies; and authorize the Purchasing Agent to sign the purchase order, approved as to form by County Counsel [View Item](#)

**M) HUMAN RESOURCES**

Adopt **RESOLUTION** adopting the Plumas County Job Classification Plan [View Item](#)

**3. DEPARTMENTAL MATTERS**

**A) UC COOPERATIVE EXTENSION – David Lile**

Annual update of Cooperative Extension programs; receive report and discussion [View Item](#)

**B) COUNTY ADMINISTRATIVE OFFICE/PURCHASING AGENT – Gabriel Hydrick**

Adopt **ORDINANCE**, first introduced on May 19, 2020, Amending Sections 3-1.27 of the Plumas County Code Relating to Publication of Notice inviting Formal Bids. **Roll call vote** [View Item](#)

**4. BOARD OF SUPERVISORS**

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



## **5. CLOSED SESSION**

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

- A. Personnel: Public employee discipline/dismissal/separation
- B. Personnel: Public employee Performance Evaluation – Director of Public Health (Board only)
- C. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code § 54956.9 Harry Rogers v. County of Plumas, Plumas Superior Court, Case No. CV19-00187; County of Plumas v. Harry Rogers, Third District Court of Appeals, Case No. C090668
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. 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, June 9, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR


# Office of the Sheriff

## Office of Emergency Services

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

*2A.1.*

## Memorandum

**DATE:** May 19, 2020  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of June 2, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00050 between the Plumas County Sheriff's Office (PCSO) and North Fork Family Medicine in the amount of \$81,000.00.

**Background and Discussion:**

The term of this contract is 07/01/20-06/30/21. This purpose of this agreement with North Fork Family Medicine is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CORRECTIONAL CENTER MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and NORTH FORK MEDICINE, a California general partnership ("Contractor").

**W I T N E S S E T H :**

**WHEREAS**, County proposes to have Contractor perform medical services for the inmates of the Plumas County Correctional Center as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for these specific services and to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Intentionally Omitted.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Eighty One Thousand and No/100 Dollars (\$81,000.00).

2.2. Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or the Plumas County Board of Supervisors. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of

four (4) years from the Effective Date.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Each party reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective no sooner than 60 days after receipt of the notice of termination. In the event of such termination, the non-terminating party shall immediately stop rendering services under this Agreement unless directed otherwise by the terminating party.

4.3. Compensation. In the event of termination by the County, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles

\_\_\_\_COUNTY INITIALS

CONTRACTOR INITIALS\_\_\_\_

with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident..

- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.



5.5 Malpractice insurance. The County shall procure and obtain medical malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate, to cover Contractor for all services provided in accordance with this Agreement. A Certificate of Insurance evidencing this insurance is attached hereto as Exhibit "C."

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

North Fork Family Medicine  
1060 Valley View Drive  
Quincy, CA 95971

Tel: (530) 283-5640  
Fax: (530) 283-3541  
Attn: Dr. Ross Morgan

IF TO COUNTY:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Tel: (530) 283-6375  
Fax: (530) 283-6344  
Attn: Chad Hermann

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors (but excluding employees of the Sheriff's Office of the County to the extent such Sheriff's Office employees may be considered employees, agents or subcontractors of Contractor) in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

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

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results

\_\_\_\_COUNTY INITIALS                                      7                                      CONTRACTOR INITIALS

under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect. This prohibition does not extend to contracting for services from the County or any County department or agency where such contract does not create any employer/employee relationship between Contractor and the County or any County employee.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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

\_\_\_\_\_  
Sherry Thrall  
Chair, Board of Supervisors

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

CONTRACTOR

North Fork Medicine, a California general partnership

\_\_\_\_\_  
Ross E. Morgan, M.D.

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

\_\_\_\_\_  
Alexandra Hunt, M.D.

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

\_\_\_\_\_  
Erin Barnes, M.D.

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

\_\_\_\_\_  
Elizabeth Lewis, M.D.

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

April Leonardo, M.D.

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

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

Name: Gabriel Hydrick  
Plumas County Administrative Officer  
Title: Purchasing Agent

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

Approved as to form:



5/5/20

\_\_\_\_\_  
Gretchen Stuhr  
Deputy County Counsel III

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

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



## EXHIBIT A

### SCOPE OF WORK

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services under this Agreement.

On-Call: Physicians shall provide on-call services between 5 p.m. and 8 am. Monday through Friday, as well as weekends and holidays. Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation.

#### Medical Evaluation:

Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTs.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand.

Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation. This may include telemedicine when deemed appropriate, when equipment becomes available. Physicians agree to report any medical service issues and work with the contracted Medical Director to rectify medical services to inmates.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Fridays at 8:00 a.m. but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications in conjunction with correctional officers.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Nursing Services: Any nurses provided by the County, whether employees of the County or independent contractors, shall serve under the supervision of Contractor.

## **EXHIBIT B**

### **FEE SCHEDULE**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Six Thousand Seven Hundred, Fifty and No/100 Dollars (\$6,750.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
5. County shall be responsible for the payment of any premiums for physician's malpractice insurance required under this Agreement , as well as the costs of all nursing services provided at the jail.

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**

\_\_\_\_\_COUNTY INITIALS

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



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR


# Office of the Sheriff

## Office of Emergency Services

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

2A.2.

## Memorandum

**DATE:** May 19, 2020  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of June 2, 2020

### It is recommended that the Board:

Approve and sign contract #PCSO00157 between the Plumas County Sheriff's Office (PCSO) and Joseph Schad, D.O. in the amount of \$162,000.00.

### Background and Discussion:

The term of this contract is 07/01/20-06/30/21. This purpose of this agreement with Joseph Schad, D.O. is to provide medical director services at the Jail as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CORRECTIONAL CENTER MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and JOSEPH SCHAD, D.O. an Individual, ("Contractor").

**WITNESSETH:**

**WHEREAS**, County proposes to have Contractor coordinate comprehensive medical care services for the inmates of the Plumas County Correctional Center as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for these specific services and to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Intentionally Omitted.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed One Hundred Sixty Two Thousand and No/100 Dollars (\$162,000.00).

2.2. Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or the Plumas County Board of Supervisors. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_



made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Each party reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective no sooner than 60 days after receipt of the notice of termination. In the event of such termination, the non-terminating party shall immediately stop rendering services under this Agreement unless directed otherwise by the terminating party.

4.3. Compensation. In the event of termination by the County, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident..
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.5 Malpractice insurance. The County shall procure and obtain medical malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate, to cover Contractor for all services provided in accordance with this Agreement. A Certificate of Insurance evidencing this insurance is attached hereto as Exhibit "C."

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Joseph Schad, D.O.  
205 Sierra Way,  
Quincy, CA 95971

Tel: (530) 616-5017

Fax: (530)

Attn: Joseph Schad, D.O.

IF TO COUNTY:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Tel: (530) 283-6375

Fax: (530) 283-6344

Attn: Chad Hermann

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors (but excluding employees of the Sheriff's Office of the County to the extent such Sheriff's Office employees may be considered employees, agents or subcontractors of Contractor) in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

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

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect. This prohibition does not extend to contracting for services from the County or any County department or agency where such contract does not create any employer/employee relationship between Contractor and the County or any County employee.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in



respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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

\_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors

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

ATTEST:

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


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

CONTRACTOR  
Joseph Schad, D.O.

\_\_\_\_\_  
Joseph Schad, D.O.

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

Approved as to form:

  
\_\_\_\_\_  
Gretchen Stuhr  
Deputy County Counsel III

5/15/20

## **EXHIBIT A**

### **SCOPE OF WORK**

See attached proposal presented by Joseph Schad, D.O., (10 pages)

## EXHIBIT B

### FEE SCHEDULE

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.

**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

Joseph Schad, DO

530-616-5017 | josephfschad@gmail.com | 3730 Chandler Rd. Quincy, CA 95971

May 27, 2020

Plumas County Sheriff's Office

1400 E Main St

Quincy, CA 95971

(530) 283-6375

Dear Plumas County Sheriff's Office:

For the last two years Plumas County Correctional Facility (PCCF) has restructured medical services. This included creating a medical director position to oversee and coordinate the medical services to meet a standard approved by the National Commission on Correctional Health Care (NCCHC).

I have provided medical director services at PCCF for the last two years. I maintain a good working relationship with the current nursing staff, correctional facility employees, and community physicians. I understand the essential standard of care needs, and how to implement them in a small county jail with limited resources. As Medical Director, I have and will continue to provide a well-organized, structured, correctional health care service that moves towards compliance with standards set by Title 15 and NCCHC.

Sincerely,

A handwritten signature in black ink, appearing to be 'JS', written in a cursive style.

Joseph Schad, DO

## STATEMENT OF WORK AS MEDICAL DIRECTOR

### A. INTENT

- a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO. Also plan to work with and coordinate care with Behavior Health, dental, vision, pharmacy, nursing, and physician contractors.
- b. Intend to satisfy both medical and nursing qualifications for NCCHC. The Medical Director position would be 75% administrative and 25% clinical.
- c. Will provide secretarial/clerical support for all administrative functions. This will include keeping updated records of meetings and coordinated efforts between all medical service contractors.
- d. Will conduct all wellness visits as required by NCCHC for all new bookings.
- e. Fee Schedule see Exhibit A

### 1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

- a. Contract with local medical physicians
  - i. Provide medical services twenty-four hours a day, seven days a week
  - ii. Weekly medical rounds at Jail
- b. Contract with Nurses
- c. Contract with Plumas County Behavioral Health Services
  - i. Responsible for providing mental health care
- d. Technology products and services as required by NCCHC to provide adequate medical care.

- e. Prosthesis/Glasses as medically indicated and appropriate
- f. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).
- g. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.
- h. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.
- i. Contract agreements with Dental
- j. Contract agreements with Optometry
- k. Contracted Pharmaceutical Vendor to complete the following
  - i. Pharmaceutical Policies and procedures in compliance with Title 15
  - ii. Generate pharmacy and therapeutic reports monthly
  - iii. Formulary implementation
  - iv. Consulting services for nursing during business hours
  - v. Policy for repackaging medication and delivery of medications
  - vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable
  - vii. Policy and procedure for controlled substances
  - viii. Policy and procedure for over the counter medications

**B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR**

- a. Administrative Meetings and Reports
  - i. Monthly Statistical data collection by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.
  - ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to NCCHC and Title 15



1. Monitor health care services, investigation of complaints, review of administration practices
  2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective
  3. Quality measure review of each policy implemented.
  4. All meetings will have secretarial documentation with minutes
- iii. Monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative
  - iv. Yearly meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

- i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans
- ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes
  1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

- i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.
- ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

- i. Will Develop written job description for medical physicians (in accordance with contracted physicians)
- ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)
- iii. Will be reviewed on annual basis

e. Staff Development and Training

- i. Develop written staff development and training plan
  - 1. County Public Health will aid in this process
  - 2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training
  - 3. Training programs will be available to Correctional Personnel

f. Medication

- i. Will work in collaboration with pharmaceutical vendor to create Policy and procedures that fit NCCHC standards
- ii. Creating formulary, in conjunction with pharmaceutical vendor, to decrease the cost burden of medications

g. Medical Policies and Procedures

- i. Develop all policies and procedures and maintain Quality Improvement on all procedures.
- ii. Implement documentation requirements and review of documentation as provided by contracted services such as physician, dental, behavior health, and optometry to fit NCCHC standards.
- iii. Peer Review
  - 1. 10% of physician visits will be peer reviewed yearly in accordance to NCCHC standard.

- iv. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.
- v. Develop and implement discharge planning policies and procedures
  - 1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.

#### h. Mental Health Policies and Procedures/Services

- i. Coordination of service provided by behavior health including: review of telimed psychiatric visit to update medical problem list medication list.
- ii. Monthly meetings with behavior health with minutes.

### C. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

- a. Implement wellness visits (Health Appraisal). A wellness visit will be performed on all new bookings by 14 days. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives; policies, and procedures for documenting goal achievements.
  - i. Develop problem list with active medications
  - ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy
    - 1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.
  - iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.
    - 1. AIDS and Hepatitis treatment will be coordinated through local hospital
  - iv. Measurements of height, weight, pulse, blood pressure, and temperature.
  - v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse

- vi. Dental problems and referral to dental consult for urgent dental needs
  - vii. Body deformities, ease of movement, etc
  - viii. Disabilities that may require accommodation
  - ix. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count
    - 1. Suboxone treatment for opiate use disorder
    - 2. Chronic pain treatment with opiate medication
  - x. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators
  - xi. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.
  - xii. Coordinate and make arrangements, as indicated, for outside consultation services
- b. Wellness visits every 1 years
- i. Visit addressing current standard of care screening and treatment of chronic disease
  - ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)
- c. Communicable/infectious disease outbreak (for example a chicken pox, lice, or flu outbreak).
- i. Policies, procedures and/or reports and notifications advising treatment plans.
  - ii. Communication and collaboration with Plumas County Sheriff's Office to create new policies and procedures on new outbreaks of infect (e.g. COVID 19)

- iii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents

## EXHIBIT A

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of thirteen thousand five hundred and No/100 Dollars (\$13,500.00) per month.
2. Contractor shall be responsible for the cost of secretarial and clerical work.



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

2A.3.

## Memorandum

**DATE:** May 19, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *[Signature]*

**RE:** Agenda Items for the meeting of June 2, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00136 between the Plumas County Sheriff's Office (PCSO) and May Nursing Services in the amount of \$362,000.00.

**Background and Discussion:**

The term of this contract is 07/01/20-06/30/21. This purpose of this agreement with May Nursing Services is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
NURSING SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2020 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Bobbi May, A sole proprietor doing business as May Nursing Services.

**W I T N E S S E T H :**

**WHEREAS**, County proposes to have Contractor perform nursing services at the Plumas County Correctional Facility as described herein below; and

**WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, County and Contractor desire to contract for specific services in connection with the scope of work described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

**WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the



services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Three Hundred Sixty Two Thousand and 00/100 Dollars (\$362,000.00).

2.2. Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from the state or federal government, and/or appropriation of funds by these entities to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor shall submit invoices to County for approval and payment on a monthly basis. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

Contractor shall have the right to terminate this contract for convenience upon sixty (60) days prior written notice to the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional liability (i.e., "malpractice") insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said professional liability insurance during the life of this Agreement and, if said insurance is on a claims-made basis, for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.

- (f) 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..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor

may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his/her designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Intentionally Omitted.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONTRACTOR:

Bobbi May  
May Nursing Services  
5938 Chandler Road  
Quincy, CA. 95971

Tel: (530) 283-5154

### IF TO COUNTY:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Tel: (530) 283-6375  
Fax: (530) 283-6344  
Attn: Chad Hermann

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

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

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the reasonable satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.



6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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

\_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors

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

ATTEST:

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

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

CONTRACTOR

\_\_\_\_\_  
Bobbi May, Owner  
May Nursing Services

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

Approved as to form:



5/15/20

\_\_\_\_\_  
Gretchen Stuhr  
Deputy County Counsel III

## EXHIBIT A

### SCOPE OF WORK

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility ("PCCF"). See attached work proposal from May Nursing Services
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
  - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 7 a.m. and 12 a.m. (excluding a one-hour lunch-break) to provide daily "sick call", set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
  - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
  - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
  - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
  - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.

## **EXHIBIT B**

### **FEE SCHEDULE**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Thirty Thousand, One Hundred Sixty Six and 66/100 Dollars \$30,166.66 per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**

MAY MEDICAL SERVICES PROPOSAL FOR NURSING SERVICES PROVIDED TO  
PLUMAS COUNTY CORRECTIONAL FACILITY

- a. I am willing to provide twenty- four hours a day nursing care under the supervision of Dr. Schad the medical director and the North Fork medical doctors, this now includes two shifts of nurses for seventeen hours a day in the clinic, we will be out for a half-hour on day shift for lunch and 1 hour for lunch on the PM shift. this includes holidays and weekends and a nurse will be available twenty- four hours a day by phone.
- b. May Medical will provide all over the counter medications at our expense.
- c. Nurses will set up all medications for the medication passes at the appropriate times we now pass at 06:30, 14:00 and 21:00.
- d. Nurses will perform triage on medical requests, conduct sick call and dispense medications per doctors orders promptly.
- e. May Medical will provide a certificate of insurance evidencing commercial liability and professional malpractice liability insurance policies with a minimum coverage of 1,000,000 upon receipt of contract.
- f. We will practice following NCCHC guidelines to be ready for accreditation.

May Medical Services will provide all nursing care for the cost of 362,000.00

Thank you for your consideration,

A handwritten signature in black ink that reads "B. May RN". The signature is written in a cursive, flowing style.

Bobbi May RN

April 20, 2020



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR


# Office of the Sheriff

## Office of Emergency Services

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

2A.4.

## Memorandum

**DATE:** May 12, 2020  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Item for the meeting of June 2, 2020

### RECOMMENDATION:

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$75,000.00.

### BACKGROUND & DISCUSSION:

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

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

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

## Services Agreement

This Agreement is made this 1st day of June, 2020, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and A & P Helicopters, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
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 seventy five thousand Dollars (\$75,000.00).
3. Term. The term of this Agreement commences June 1, 2020, and shall remain in effect through May 31, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by A&P Helicopters, Inc., from June 1, 2020, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.



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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

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

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

County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

A & P Helicopters, Inc.  
P.O. Box 245  
Richvale, CA, 95974  
Attention: Vickie Compton

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

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

CONTRACTOR:

A & P Helicopters, Inc.

COUNTY:

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

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

Name: Vickie Compton

Title: CEO/CFO

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

Kevin Goss, Chair

Board of Supervisors

Attest

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

Nancy DaForno

Clerk of the Board

Approved as to form:



5/11/20

Gretchen Stuh

Deputy County Counsel III

## EXHIBIT A

### Scope of Work

Contractor agrees to provide the county the following, on an as needed basis;

An appropriately licensed and insured helicopter, McDonnell Douglas Hughes 500D and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below;

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband and ground support staff (if needed)
- Fuel truck and appropriately licensed driver, as needed

## Exhibit B

### Fee Schedule

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

- Marijuana reconnaissance \$1,150.00 per flight hour includes aircraft; Bell 206BIII or Hughes 500D; and licensed pilot
- Short Haul/Stabo, for personnel, equipment and/or contraband, \$1,300 per flight hour. Includes aircraft; Bell 206BIII or Hughes 500D and licensed pilot
- Fuel truck and license driver \$650 per day, if requested
- \$200 per person overnight if requested, pilot and fuel truck driver.

JB

**CERTIFICATION OF ELECTION RESULTS OF THE  
HAMILTON BRANCH FIRE PROTECTION DISTRICT  
SPECIAL TAX ELECTION  
HELD ON MAY 5, 2020**

I, Kathy Williams, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Hamilton Branch Fire Protection District Special Tax Election held on May 5, 2020 and recorded in the Election records, certify the results as follows:

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

**MEASURE A - SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES,  
FIRE PROTECTION AND PREVENTION**

**HAMILTON BRANCH FIRE PROTECTION DISTRICT**

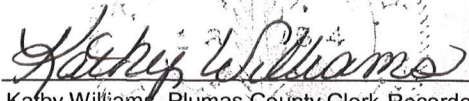
Yes 166

No 96

**\*\* MEASURE DID NOT PASS DUE TO NOT RECEIVING THE REQUIRED 2/3 VOTE.**

The Official Final Canvass of votes cast is attached hereto and made a part hereof.

The total turnout of voters was 56.71%.



*Kathy Williams*

Kathy Williams, Plumas County Clerk-Recorder

Dated: May 14, 2020



# HAMILTON BRANCH FIRE PROTECTION DISTRICT

## MAY 5, 2020

### SPECIAL TAX ELECTION

### OFFICIAL FINAL

Precincts Reported: 1 of 1 (100.00%)

Cast: 262 of 462 (56.71%)

## Measure A - Hamilton Branch Fire Protection District

Precincts Reported: 1 of 1 (100.00%)

	Total	
	262 / 462	56.71%
	Total	
YES	166	63.36%
NO	96	36.64%
Total Votes	262	

# BOARD OF SUPERVISORS

---

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



June 2, 2020

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request**

**CHESTER JR/SR HIGH SCHOOL**

*Parade of Seniors* event to be held on Friday, June 12, 2020, from 6:00 p.m. to approximately 7:00 p.m., at Chester Jr/Sr High School Gym., Chester, California

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Kevin Goss", is written over a horizontal line.

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



# Chester Jr. Sr. High School

P.O Box 797 - 612 First Street

Chester, CA 96020

530-258-2126

Fax 530-258-2306

Terry Hernandez, Principal

Paul Hardig, VP & AD



May 11, 2020

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

Dear Sharrie,

Chester High School is preparing for a very unique graduation during COVID19 Social distancing regulations in place by the state of California, and would like to have a Parade of Seniors on graduation day, Friday, June 12, 2020. This event will be held at 6:00 PM, ending at approximately 7:00 PM at Chester Jr. Sr. High Gym. Students will be in their vehicles, sporting graduation attire, a PA system will announce them as they pass and they will collect Diploma at parade's end.

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

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

Sincerely,

Gina Pixler, ASB Advisor  
Chester High School  
PO Box 797  
Chester, ca 96020  
530-258-2126

***"Home of the Volcanoes"***



# Chester Jr. Sr. High School

P.O Box 797 - 612 First Street

Chester, CA 96020

530-258-2126

Fax 530-258-2306

Terry Hernandez, Principal

Paul Hardig, VP & AD



COVID19 CHS Graduation Parade

June 12, 2020

Meeting Point: Chester High School 5:00PM at the rock (1 Hour Prior)

Assigned personnel:

CHP & Plumas County Sheriff Dept

## Parade Logistics:

Parade will be in eastbound lanes of Main St. There are 21 Graduates in 21 vehicles, School Mascot in vehicle, one fire truck, Deputy Sheriff & CHP vehicles, and the "mule".

Local CalTrans provide event signs at both ends of town to slow traffic and may place cones down at the double yellows.

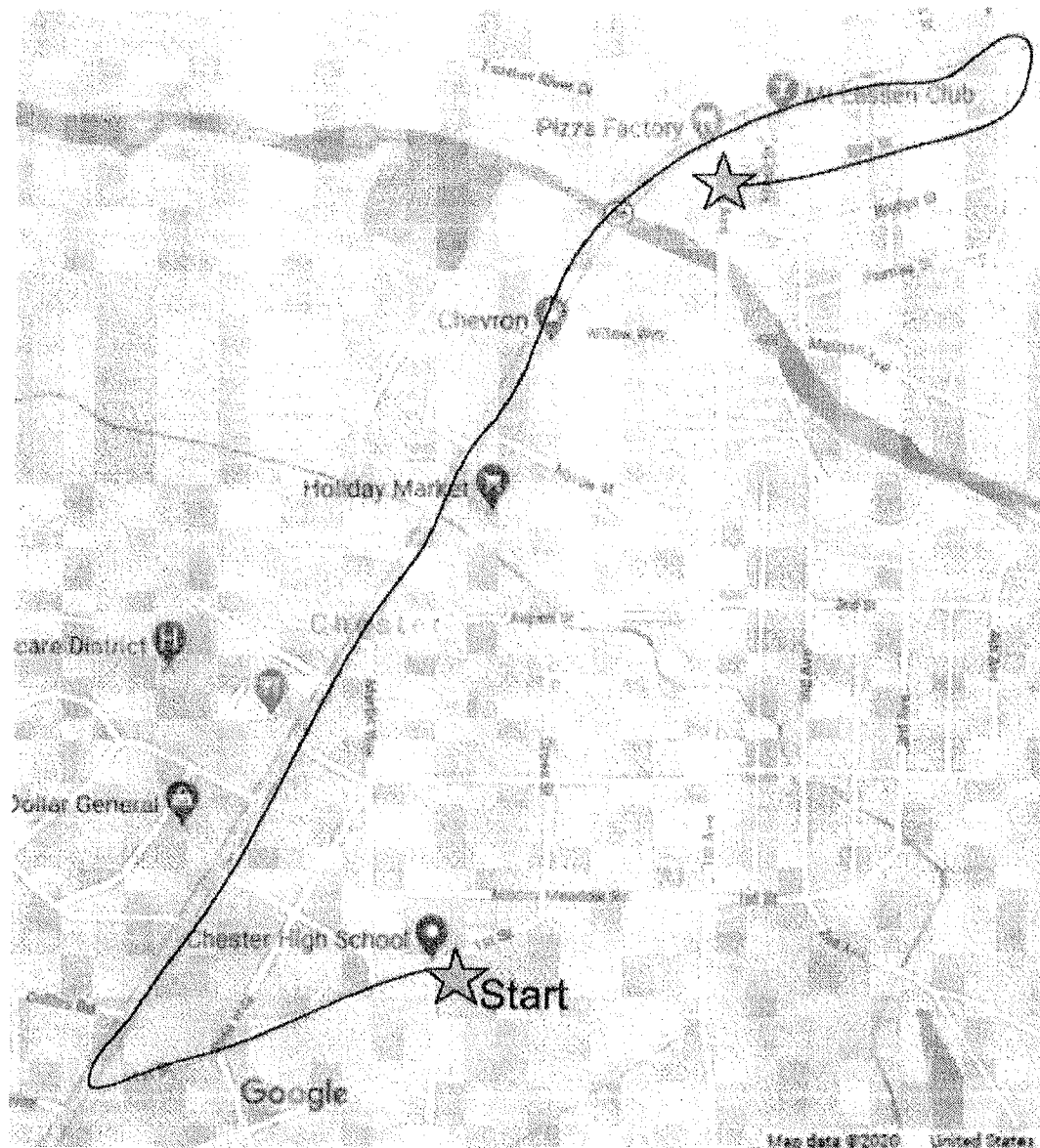
The parade route will start at Chester High School. It will continue to main St. via [no first person] Street. The parade will continue down Main St. to Melissa Avenue where they will turn right. They will travel down Gay Street to 1st Avenue to moody Meadow then 1st Street arriving at CHS. (see attached MAP).

Two Parade Cars: (1 CHP and 1 PCS)

Car #2 will be assigned to stop traffic at Aspen St. just south of Cross St. so parade can stop in front of the elementary school for Cheers from Students. Car #1 will stop eastbound traffic on Highway 36, and follow the parade to Melissa.

Parade concludes at Melissa Ave, participants will continue on foot to CHS on foot to CHS Football Field or Gym where there will be a community Rally. Parade should last approximately 60 minutes. When the last participants leave Main St to Melissa Avenue, Main Street will be opened.

***"Home of the Volcanoes"***



First Street to Main Street to Melissa to Gay Street to First Avenue

# Plumas County Department of Information Technology

---



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

David M. Preston  
Information Systems Manager

DATE: June 2, 2020  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 2, 2020 RE:  
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of attached agreement for software maintenance.

**Background and Discussion:**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2020/2021 proposed Information Technology budget.



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: pcttc@countyofplumas.com  
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283 - 6259

df

**DATE:** May 12, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections Administrator

**SUBJECT:** Resolution Authorizing Investment of County Funds and Funds of other Depositors, and Approval of Treasurer's Investment Policy and Guidelines

**Action Required:** 1.) Adopt Resolution Delegating Authority to the Treasurer to Invest County funds and funds of other depositors for 2020, and 2.) Approve the Plumas County Treasurer's Investment Policy and Guidelines as presented.

**Background and Discussion:** 1.) In accordance with Government Code Sections 53607 and 27000.1, the Board of Supervisors annually delegates the authority to the Treasurer to invest the excess funds available in the treasury. Excess funds are those funds not being expended on any given day. Each day investment decisions are made that enable all available funds to be invested into LAIF, CAMP or long term with PFM Asset Management.

In addition to investing those funds which are under the direction of the Board of Supervisors, the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the treasury, and invests those funds on behalf of said agencies. Board authority is required to accept funds from outside county agencies for the purpose of investing by the County Treasurer.

2.) Annually, the Board of Supervisors must review and approve the policies and guidelines established by the County Treasurer for the administration of the investment program. The Plumas County Investment Policies and Guidelines were updated by PFM Asset Management, LLC, investment advisors to the Treasurer in 2017. They continue to be aware of changing law to keep our policy up to date.

I respectfully request approval of the Resolution Authorizing the Treasurer to Invest County Funds and funds of other depositors and approve the Plumas County Investment Policy and Guidelines.

Thank you for your time.



**COPY**

Resolution No. 20-

**A RESOLUTION RENEWING DELEGATION OF AUTHORITY TO TREASURER TO INVEST COUNTY FUNDS AND FUNDS OF OTHER DEPOSITORS**

**WHEREAS**, pursuant to Sections 53607 and 27000.1 of the Government Code, the Board of Supervisors has reviewed the delegation of authority to the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and funds of other depositors in the county treasury; and,

**WHEREAS**, pursuant to Section 53684 of the Government Code, after determination of any excess funds of a local agency by an official responsible for such funds, which excess funds are not required for immediate use, such funds may therefore be deposited into the county treasury for the purpose of investments by the County Treasurer, pursuant to the provisions provided in Sections 53601 and 53635 of the Government Code.

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

1. The Plumas County Treasurer-Tax Collector is re-authorized to invest or reinvest the funds of the county and other depositors in the county treasury.
2. Any excess funds of a county agency that have been determined not to be required for immediate use may be deposited into the county treasury for the purpose of investment by the county treasurer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 9<sup>th</sup> day of June, 2020, by the following vote:

**AYES:** Supervisors

**NOES:** Supervisors

**ABSENT:** Supervisors

**Attest:**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Chairperson, Board of Supervisors**

**Approved as to form:**

  
**R. Craig Settlemyre**  
**Plumas County Counsel**



## **THE PLUMAS COUNTY TREASURER'S OFFICE**

### **INVESTMENT POLICY AND GUIDELINES**

Approved by Board of Supervisors December 6, 2016

#### **I. POLICY**

Plumas County (County) shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

#### **II. SCOPE**

This policy applies to the investment of short-term operating funds. Longer-term funds, including investments of employees' investment retirement funds and proceeds from certain bond issues, are covered by a separate policy.

#### **III. PRUDENCE**

The County Treasurer is a trustee and therefore a fiduciary subject to the "prudent investor" standard. The "prudent investor" standard states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

#### **IV. OBJECTIVES**

The Treasurer's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §27000.5 and 53600.5:

1. Safety – Safety of principal is the foremost objective of Plumas County.
2. Liquidity – The County's portfolio will remain sufficiently liquid to enable the County to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investment in securities with active secondary markets is highly recommended.
3. Return – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

## **V. DELEGATION OF AUTHORITY**

The management responsibility for the County's investment program is hereby delegated to the County Treasurer in accordance with California Government Code Section 27000.1. The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor will follow the Investment Policy and such other written instructions as are provided.

## **VI. INVESTMENT PROCEDURES**

The County Treasurer will establish investment procedures for the operation of the County's investment program.

Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis

Calculations for the Treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds.

## **VII. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

Plumas County Board of Supervisors adopted Resolution No. 92-5423 on December 15, 1992 which established a Conflict of Interest code for Plumas County. The Code states that Subsection 18730(b) of Title 2 of the California Administrative Code are the limits set forth by Plumas County.

The limits set forth in the California Administrative Code are the limits set forth by Plumas County.

In addition, the Board of Supervisors have adopted Rule 22 of the Personnel Rules, entitled "Code of Conduct" which further establishes limitations on the receipt of honoraria, gifts, and gratuities.

## **VIII TERMS FOR FUNDS INVESTED WITH THE COUNTY INVESTMENT POOL**

Any local agency and other entity not required to deposit funds in the County Treasury may do so for investment purposes according to the terms set forth in section 53684 of the Government Code. In addition, the local agency or other entity must enter into a

contract with the County Treasurer stating the minimum amount to be deposited, the term of the deposit and anticipated cash-flow projection for deposits and withdrawals, agreement to share in the administrative costs as allowed under Section 27013 of the Government Code, and any other deposit terms required of the treasurer.

Before approving any request to withdraw funds, the County Treasurer shall evaluate the request as per Government Code Section 27136 and 27133 (h). The evaluation will be based upon the following criteria:

- (a) legality
- (b) size of request and effect on liquidity of the pool
- (c) effect on earnings rate of the balance of funds in the pool
- (d) assessment of the stability and predictability of the investments in the treasury.

In addition, requests for withdrawal of funds will be at the lower of adjusted cost or market value of the pool at the time of withdrawal—or—to the last available report reflecting market values as of month end.

#### **VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The County Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the County in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the County. The firms, and individuals covering the agency, should be knowledgeable and experienced in County investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the County must supply the Treasurer with the following: audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the County's investment policy and depository contracts. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the County invests.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County. The advisor will perform all due diligence for the broker/dealers on its approved list.

The selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G37 of the Municipal Securities

Rulemaking Board, to the Plumas County Treasurer, any member of the Plumas County Board of Supervisors, or any candidate for those offices, shall be prohibited.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained.

#### **IX. AUTHORIZED AND SUITABLE INVESTMENTS**

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the County Treasurer's investment advisor shall evaluate the quality of that security and provide the Treasurer with a recommended plan of action.

The County will limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

1. **U.S. Treasury** notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
2. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This will include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 50% of the County's investment portfolio; all other investments in Federal Agency securities are unrestricted.
3. **Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency, or by a department, board, agency or authority of the state or any local agency.
4. **Registered treasury notes or bonds of any of the other 49 states in addition to California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states.
5. **Bankers' Acceptances** otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40% of the County's portfolio that may be invested pursuant to this section.

- 6. Repurchase Agreements.** The County may invest in overnight and term repurchase agreements with Primary Dealers of the Federal Reserve Bank of New York rated "A" or better by an NRSRO with which the County has entered into a Master Repurchase Agreement. This agreement will be modeled after the Public Securities Associations Master Repurchase Agreement. The maximum maturity will be restricted to 90 days. Purchases of repurchase agreements shall not exceed 20 percent of the portfolio.

All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party will have an account in the name of Plumas County. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis and will not be permitted to fall below a minimum of 102 percent of the value of the repurchase agreement. Collateral shall not have maturities in excess of 5 years. The right of substitution will be granted, provided that permissible collateral is maintained.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government and Agency securities as permitted under this policy. The County will maintain a first perfected security interest in the securities subject to the repurchase agreement and shall have a contractual right to liquidation of purchased securities upon the bankruptcy, insolvency, or other default of the counter party.

- 7. Commercial Paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper must meet all of the following conditions in either paragraph a or paragraph b:
- a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
  - b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 40% of the County's portfolio may be invested in commercial paper.

- 8. Non-negotiable Certificates of Deposit** (time CDs) in a state or national bank, savings association or federal association, or federal or state credit union with a branch in the State of California. In accordance with California Government Code

Section 53635.2, to be eligible to receive County deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. Time CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The County, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The County will have a signed agreement with any depository accepting County funds per Government Code Section 53649. No deposits will be made at any time in time CDs issued by a state or federal credit union if a member of the Plumas County Board of Supervisors or County Treasurer serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit will not exceed that total shareholder's equity of any depository bank, nor will the deposit exceed the total net worth of any institution. No more than 20% of the County's portfolio may be invested in non-negotiable CDs.

- 9. Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. No more than 30% of the County's portfolio may be invested in negotiable CDs.
- 10. Medium-Term Notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a NRSRO. No more than 30% of the County's portfolio may be invested in medium-term notes.
- 11. Shares of beneficial interest issued by diversified management companies** that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either: (i) attain the highest ranking letter or numerical rating provided by at least two NRSROs or (ii) have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000. No more than 20% of the County's investment portfolio may be invested in money market funds.
- 12. State of California's Local Agency Investment Fund (LAIF)** an investment pool run by the State Treasurer. The County can invest up to the maximum amount permitted by the State Treasurer.

**13. Shares of beneficial interest issued by a joint powers authority** (Local Government Investment Pools) organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of California Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) Government Code Section 53601, inclusive.
- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

**14. Asset-Backed Securities (ABS)** A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. No more than 20% of the County's investment portfolio may be invested pursuant to this section.

**15. Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30% County's moneys that may be invested pursuant to this section.

## **X. INVESTMENT POOLS/MONEY MARKET FUNDS**

A thorough investigation of investment pools and money market funds is required prior to investing, and on a continual basis.

## **XI. MAXIMUM MATURITY**

Maturities will be based on an analysis of the receipt of revenues and maturity of investments. Maturities will be scheduled to permit the County to meet all disbursement requirements.

The County may not invest in a security whose maturity exceeds five years from the date of purchase unless the Plumas County Board of Supervisors has provided approval for a specific purpose at least 90 days before the investment is made.

## **XII. PROHIBITED INVESTMENTS**

Investments not described herein, including, but not limited to, reverse repurchase agreements, stocks, inverse floaters, range notes, commercial mortgage-backed, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for investment by the County.

## **XIII. INTERNAL CONTROL**

The County Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

## **XIV. TREASURY OVERSIGHT COMMITTEE - DISCONTINUED**

From 1995 to January 1, 2005, the California Government Code required counties and cities to establish a Treasury Oversight Committee. The purpose of the Committee was to oversee the policies that guide the investment of public funds. The Committee was not to impinge on the day to day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting. In 2005, California Government Code section 27131 made the Committees optional. Plumas County discontinued the operation of its Committee as of February 6, 2007. The Plumas County Treasurer continues to provide reporting to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district. The County's portfolio is also independently audited by an external auditor for compliance with the California Government Code and this Investment Policy.

## **XV. CUSTODY OF SECURITIES**

All securities owned by the County except time deposits and securities used as collateral for repurchase agreements, will be kept in safekeeping by a third-party bank's trust department, acting as an agent for the County under the terms of a custody agreement executed by the bank and the County.

All securities will be received and delivered using standard delivery versus payment procedures.



## **XVI. REPORTING**

The County Treasurer will provide a monthly investment report to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district showing all transactions, type of investment, issuer, purchase date, maturity date, purchase price, yield to maturity, and current market value for all securities.

## **XVII. POLICY REVIEW**

This Investment Policy will be reviewed at least annually to ensure its consistency with:

1. The California Government Code sections that regulate the investment and reporting of public funds.
2. The overall objectives of preservation of principal, sufficient liquidity, and a market return.

Any changes to the Policy must be reviewed and approved by the Board at a public meeting

## Glossary

**Asset-Backed Security (ABS)** is a financial security backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities.

**Bankers' Acceptances** are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

**Broker-Dealer** is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

### Certificates Of Deposit

1. **Negotiable Certificates of Deposit** are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.
2. **Non-negotiable Certificates of Deposit** are time deposits with financial institutions that earn interest at a specified rate for a specified term. Liquidation of the CD prior to maturity incurs a penalty. There is no secondary market for these instruments, therefore, they are not liquid. They are classified as public deposits, and financial institutions are required to collateralize them. Collateral may be waived for the portion of the deposits that are covered by FDIC insurance.

**Collateral** refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

**Collateralized Mortgage Obligation (CMO)** is a type of mortgage-backed security in which principal repayments are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows

from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche).

**Commercial Paper** is a short term, unsecured, promissory note issued by a corporation to raise working capital.

**Federal Agency Obligations** are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

**Issuer** means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

**Liquidity** refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

**Local Agency Investment Fund (LAIF)** is a special fund in the State Treasury that local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any California public agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via direct deposit to the agency's LAIF account. The State keeps an amount for reasonable costs of making the investments, not to exceed one-quarter of one per cent of the earnings.

**Market Value** is the price at which a security is trading and could presumably be purchased or sold.

**Maturity** is the date upon which the principal or stated value of an investment becomes due and payable.

**Medium-Term Notes** are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or

without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

**Money Market Fund** is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of \$1 per share.

**Mortgage Backed Security (MBS).** A type of asset-backed security that is secured by a mortgage or collection of mortgages. These securities must also be grouped in one of the top two ratings as determined by an accredited credit rating agency, and usually pay periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution.

**Principal** describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

**Repurchase Agreements** are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

**Supranational** is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

**U.S. Treasury Issues** are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

**Yield to Maturity** is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MAY 18, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 2, 2020, CONSENT AGENDA

RE: FIRST AMENDMENT TO CONTRACT WITH PLUMAS CRISIS AND  
INTERVENTION CENTER (PCIRC) FOR HOUSING SUPPORT PROGRAM (HSP)

REF: BOARD AGENDA ITEM OF OCTOBER 1, 2019 APPROVING A CONTRACT WITH  
PCIRC FOR THE HOUSING SUPPORT PROGRAM

### **It is Recommended that the Board of Supervisors**

Approve the First Amendment to an existing agreement between Plumas County and Plumas Crisis and Intervention Center to increase HSP contract by \$10,000.

### **Background and Discussion**

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Since the time of that approval, the Department has learned that the contract amount will need to be increased for the current year due to the increased level of service being provided by PCIRC staff. The Department has reviewed that need and agrees with its necessity. The State approved an additional \$10,000 above the original contract amount of \$125,000. We are therefore, recommending the enclosed Amendment.

### **Financial Impact**

The recommended agreement increases available compensation to an amount not to exceed \$135,000, an increase of \$10,000 from the original agreement. There is no impact to the County General Fund as a result of approving this amendment. Funds to support the Housing Support Program include federal and state funds, and county 2011 Realignment funds.

**Other Agency Involvement**

The Office of County Counsel has reviewed the proposed amendment and has approved it as to form.

Copy: DSS Managers

Enclosure

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION AND RESOURCE**  
**CENTER**

This First Amendment to Agreement (“Amendment”) is made on May 15, 2020, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, (“COUNTY”) and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (“CONTRACTOR”), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated July 1, 2019, (the “Agreement”), in which CONTRACTOR agreed to administer the CalWORKS Housing Support Program (HSP) for Plumas County.
  - b. Because the COUNTY requires a greater amount of services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Section 2 is amended in its entirety to read as follows:
    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 One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

[Continued on following page]

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2020, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Plumas Crisis Intervention and Resource Center  
(PCIRC), a California Corporation

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

Name: Kathleen Gay

Title: Secretary/Treasurer Board of Directors

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

Name: Scott Corey

Title: Chief Financial Officer

**COUNTY:**

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

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

Kevin Goss, Chair

Board of Supervisors

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

**ATTEST:**

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

Nancy DaForno

Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr

Deputy County Counsel III

5/18/20

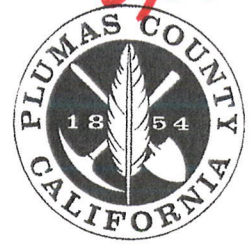


## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Director Tony Hobson, Ph.D.



DATE: June 2, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Agenda Request

### RECOMMENDATION

Authorize Behavioral Health Director to sign an Agreement Amendment for State Hospital Beds.

### Background and Discussion

This Participation Amendment extends the current agreement term another year. Collaborating with California Mental Health Services Authority, CalMHSA, in contracting with the California Department of State Hospitals for access and use of state hospital beds for a funding amount not to exceed \$1402.00 per bed for fiscal year 2020/2021. This agreement will also ensure compliance by the Department of State Hospitals, establishing standardization of services and consistency in services providing quality and levels of patient care needed.

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


## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Director Tony Hobson, Ph.D.



DATE: June 2, 2020  
TO: Honorable Board of Supervisors  
FROM: Tony Hobson, Ph.D., Behavioral Health Director   
SUBJECT: Agenda Request

### RECOMMENDATION

It is respectfully requested that the Board of Supervisors approve and authorize payment to Adventist Health St. Helena in the amount of \$ 3630.00

### Background and Discussion

The county has received an invoice for a juvenile patient who was admitted to St Helena Hospital in November 2019. When the facility ran the juvenile's insurance card it indicated that he was a Medi-Cal beneficiary of Plumas County. This office approved a Treatment for Authorization Request form in November 2019. The invoiced fees are related to specialty mental health services provided to the juvenile.

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





## HEALTH INSURANCE CLAIM FORM

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

RECEIVED  
DEC 16 2019  
BY: \_\_\_\_\_

PICA

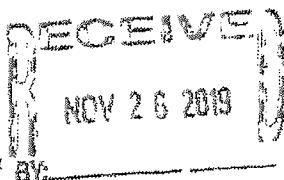
PICA

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input type="checkbox"/> (Medicare #) (Medicaid #) (ID#/CoD#) (Number ID#) (ID#) (ID#) (ID#)										1a. INSURED'S I.D. NUMBER (For Program in Item 1)																																																	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)										3. PATIENT'S BIRTH DATE MM DD YY SEX <input type="checkbox"/> F <input type="checkbox"/> M										4. INSURED'S NAME (Last Name, First Name, Middle Initial)																																							
5. PATIENT'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)										6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>										7. INSURED'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)																																							
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State) _____ c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO										11. INSURED'S POLICY GROUP OR FECA NUMBER PLUMAS CO. MCA																																							
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.) SIGNED SIGNATURE ON FILE DATE										13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE (I authorize payment of medical benefits to the undersigned physician or supplier for services described below.) SIGNED SIGNATURE ON FILE																																																	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL										15. OTHER DATE MM DD YY QUAL										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										18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY										19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) ADMIN TAR 88 89323920995																																							
20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO										21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E)) A. _____ B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____										22. RESUBMISSION CODE ORIGINAL REF. NO.																																							
23. PRIOR AUTHORIZATION NUMBER 48200680658 89323920995										24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. CHARGES G. DAYS OR UNITS H. I.D. I.D. J. RENDERING PROVIDER ID. #																																																	
25. FEDERAL TAX I.D. NUMBER GSN EIN										26. PATIENT'S ACCOUNT NO.										27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input type="checkbox"/> YES <input type="checkbox"/> NO										28. TOTAL CHARGE \$ 3690.00										29. AMOUNT PAID \$										30. Rsvd for NUCC use									
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.) S. H. H. 12/16/19										32. SERVICE FACILITY LOCATION INFORMATION ST. HELENA HOSP. 525 OREGON ST. VALLEJO, CA 94590-3201 4151381990										33. INITIALS PROVIDED UNDER NO. 32 St. Helena Hospital Center for Behavioral Health PO Box 398845 San Francisco, CA 94139 1851381990																																							



## HEALTH INSURANCE CLAIM FORM

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



ST HELENA/ADV HEALTH PSYCH MD  
ATTN BEVERLY CRITES  
821 ST HELENA HWY S STE 208  
ST HELENA CA 94574-2266

CARRIER

1. MEDICARE <input type="checkbox"/> (Medicare #) MEDICAID <input checked="" type="checkbox"/> (Medicaid #) TRICARE <input type="checkbox"/> (ID# DoD) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (ID#) PECA BLK LUNG <input type="checkbox"/> (ID#) OTHER <input type="checkbox"/> (ID#)										1a. INSURED'S I.D. NUMBER (For Program in item 1)																													
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)										3. PATIENT'S BIRTH DATE MM / DD / YY SEX <input type="checkbox"/> P <input type="checkbox"/> F										4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME																			
5. PATIENT'S ADDRESS (No., Street)										6. PATIENT RELATIONSHIP (To Insured) <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other										7. INSURED'S ADDRESS (No., Street) SAME																			
CITY STATE										8. RESERVED FOR NUCC USE										CITY STATE																			
ZIP CODE TELEPHONE (Include Area Code)										9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10. IS PATIENT'S CONDITION RELATED TO:										11. INSURED'S POLICY GROUP OR PECA NUMBER PLUMAS MEDI-CAL									
a. OTHER INSURED'S POLICY OR GROUP NUMBER										a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										a. INSURED'S DATE OF BIRTH MM / DD / YY SEX <input type="checkbox"/> P <input type="checkbox"/> F																			
b. RESERVED FOR NUCC USE										b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)										b. OTHER CLAIM ID (Designated by NUCC)																			
c. RESERVED FOR NUCC USE										c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										c. INSURANCE PLAN NAME OR PROGRAM NAME																			
4. INSURANCE PLAN NAME OR PROGRAM NAME										10d. CLAIM CODES (Designated by NUCC)										d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 8, 9a, and 9d.																			
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.																														13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.									
SIGNED SIGNATURE ON FILE DATE															SIGNED SIGNATURE ON FILE																								
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM / DD / YY QUAL										15. OTHER DATE MM / DD / YY QUAL										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 DN: SRIKANTH PRAYAGA MD										17b. NPI 1700120995										19. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 11/05/2019 TO 11/22/2019																			
18. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) ADM IN TAK 89323920995										20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										22. PRIOR AUTHORIZATION NUMBER 4820068065 692323924585																			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (2+e) ICD 10: 10										22. RESUBMISSION CODE ORIGINAL REF. NO.										23. PRIOR AUTHORIZATION NUMBER																			
24. A. DATE(S) OF SERVICE From MM / DD / YY To MM / DD / YY B. PLACE OF SERVICE C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. CHARGES G. DAYS OR UNITS H. ICD 10 QUAL I. RENDERING PROVIDER ID #										25. FEDERAL TAX I.D. NUMBER SSN EIN										26. PATIENT'S ACCOUNT NO. 27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 28. TOTAL CHARGE \$ 454.00 29. AMOUNT PAID \$ 0.00 30. Reserved for NUCC Use																			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DISCLOSED OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof) SRIKANTH PRAYAGA MD SIGNED 11/20/2019 DATE										32. SERVICE FACILITY LOCATION INFORMATION ST HELENA HOSP CENTER FOR 525 OREGON ST VALLEJO CA 945903201 1851381990										33. BILLING PROVIDER INFO & PAY St. Helena Hospital Center for Behavioral Health PO Box 398845 San Francisco, CA 94139 1851381990																			

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



## HEALTH INSURANCE CLAIM FORM

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

RECEIVED  
DEC 16 2019  
BY: \_\_\_\_\_

CARRIER

PICA		PICA	
1. MEDICARE (Medicare #)		MEDICAID (Medicaid #)	
TRICARE (TRICARE #)		CHAMPVA (Member ID#)	
GROUP HEALTH PLAN (ID#)		FECA BLX LUNG (ID#)	
OTHER (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE	
5. PATIENT'S ADDRESS (No., Street)		6. PATIENT RELATIONSHIP TO INSURED	
CITY		7. INSURED'S ADDRESS (No., Street)	
STATE		CITY	
ZIP CODE		STATE	
TELEPHONE (Include Area Code)		ZIP CODE	
TELEPHONE (Include Area Code)		TELEPHONE (Include Area 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)	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT?	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
11. INSURED'S POLICY GROUP OR FECA NUMBER		11. INSURED'S DATE OF BIRTH	
PLUMAS CO. MOAL		SEX	
a. INSURED'S DATE OF BIRTH		b. OTHER CLAIM ID (Designated by NUCC)	
c. INSURANCE PLAN NAME OR PROGRAM NAME		c. IS THERE ANOTHER HEALTH BENEFIT PLAN?	
ADVENTIST		d. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)		15. OTHER DATE	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24e))		22. RESUBMISSION CODE	
A. P34.81		ORIGINAL REF. NO.	
B. _____		23. PRIOR AUTHORIZATION NUMBER	
C. _____		48200680656 89323920995	
D. _____		24. A. DATE(S) OF SERVICE	
E. _____		B. PLACE OF SERVICE	
F. _____		C. EKG	
G. _____		D. PROCEDURES, SERVICES, OR SUPPLIES	
H. _____		E. DIAGNOSIS POINTER	
I. _____		F. \$ CHARGES	
J. _____		G. DAYS OF UNITS	
K. _____		H. ID. QUAL.	
L. _____		I. RENDERING PROVIDER ID. #	
25. FEDERAL TAX I.D. NUMBER		26. PATIENT'S ACCOUNT NO.	
SSN EIN		27. ACCEPT ASSIGNMENT?	
28. TOTAL CHARGE		29. AMOUNT PAID	
30. Resd for NUCC use		31. SIGNATURE OF PHYSICIAN OR SUPPLIER	
32. SERVICE FACILITY LOCATION INFORMATION		33. SIGNATURE OF PATIENT OR SUPPLIER	
ST. HELENA HOSP.		ST. Helena Hospital	
525 OREGON ST.		Center for Behavioral Health	
VALLEJO, CA 94590-3201		PO Box 398845	
851381990		San Francisco, CA 94139	
851381990		1851381990	

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

FIRST FOLD: W/PCF-10/EN/1 / W/PCF-10/EN/1

SECOND FOLD





## HEALTH INSURANCE CLAIM FORM

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

RECEIVED  
JAN 21 2020

PICA		PICA	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN PECA BLK LUNG OTHER		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		4. INSURED'S NAME (Last Name, First Name, Middle Initial)	
3. PATIENT'S BIRTH DATE SEX		7. INSURED'S ADDRESS (No., Street)	
5. PATIENT'S ADDRESS		8. RESERVED FOR NUCC USE	
6. PATIENT RELATIONSHIP TO INSURED		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	
10. IS PATIENT'S CONDITION RELATED TO:		11. INSURED'S POLICY GROUP OR PECA NUMBER	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)		15. OTHER DATE	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. (Relate A-L to service line below (24E))		22. RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER		24. A. DATE(S) OF SERVICE	
25. FEDERAL TAX I.D. NUMBER		26. PATIENT'S ACCOUNT NO.	
27. ACCEPT ASSIGNMENT?		28. TOTAL CHARGE	
29. AMOUNT PAID		30. Based for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS		32. SERVICE FACILITY LOCATION INFORMATION	

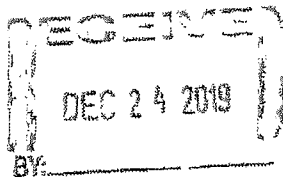
SECOND FOLD  
FIRST FOLD  
THIRD FOLD

CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION



## HEALTH INSURANCE CLAIM FORM

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



ST HELENA/ADV HEALTH PSYCH MD  
ATTN BEVERLY CRITES  
821 ST HELENA HWY S STE 208  
ST HELENA CA 94574-2266

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

1. MEDICARE <input type="checkbox"/> MEDICAID <input checked="" type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input type="checkbox"/> (Medicare) (Medicaid) (TRICARE) (Member ID#) (ID#) (ID#)										1a. INSURED'S I.D. NUMBER (For Program in Item 1)																													
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)										3. PATIENT'S BIRTH DATE MM DD YY SEX <input type="checkbox"/>										4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME																			
3. PATIENT'S ADDRESS (No., Street) CITY STATE CA ZIP CODE TELEPHONE (Include Area Code)										5. 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) SAME CITY STATE ZIP CODE TELEPHONE (Include Area Code)																			
8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10. IS PATIENT'S CONDITION RELATED TO:										11. INSURED'S POLICY GROUP OR FECA NUMBER PLUMAS MEDI-CAL																			
a. OTHER INSURED'S POLICY OR GROUP NUMBER										a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										a. INSURED'S DATE OF BIRTH MM DD YY SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>																			
b. RESERVED FOR NUCC USE										b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)										b. OTHER CLAIM ID (Designated by NUCC)																			
c. RESERVED FOR NUCC USE										c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										c. INSURANCE PLAN NAME OR PROGRAM NAME																			
4. INSURANCE PLAN NAME OR PROGRAM NAME										10d. CLAIM CODES (Designated by NUCC)										d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.																			
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.																				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																			
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.																				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																			
SIGNED SIGNATURE ON FILE DATE																				SIGNED SIGNATURE ON FILE																			
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL										15. OTHER DATE MM DD YY QUAL										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 DN: SRIKANTH PRAYAGA MD										17a. NPI 1700120995										18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 11/05/2019 TO 12/12/2019																			
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) ADMIN DAY APPROVED																				20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES																			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD-10																				22. RESUBMISSION CODE ORIGINAL REF. NO.																			
23. PRIOR AUTHORIZATION NUMBER 48200680656 89323920995																				24. A. DATES OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. ICD-10 CODE I. ID. QUAL J. RENDERING PROVIDER ID. #																			
1 12072019 12072019 21 99232 A 227.00 1 NPI 1700120995																				2 12082019 12082019 21 99232 A 227.00 1 NPI 1700120995																			
3																				4																			
5																				6																			
25. FEDERAL TAX I.D. NUMBER SSN EIN <input checked="" type="checkbox"/>																				26. PATIENT'S ACCOUNT NO.																			
27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																				28. TOTAL CHARGE \$ 454.00																			
29. AMOUNT PAID \$ 0.00																				30. Resd for NUCC Use																			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING LICENSE OR CREDENTIALS (I certify that the statements on the reverse apply to this claim and are made a part thereof.) SRIKANTH PRAYAGA MD																				32. SERVICE FACILITY LOCATION INFORMATION ST HELENA HOSP CENTER FOR 525 OREGON ST VALLEJO CA 945903201																			
SIGNED 12/12/2019 DATE																				1851381990																			



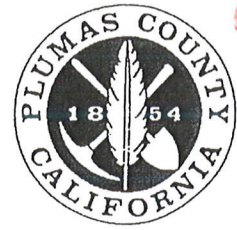


**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

## Department of Probation

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



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

DATE: May 11, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of In-Custody and Transport Policies and Procedures

---

### **Recommendation**

Approve the Probation Department *In-Custody and Transport Policies and Procedures*.

### **Background and Discussion**

These policies and procedures cover transportation of in-custody arrests (Male/Female, Adult/Juvenile) and juvenile offenders, by Deputy Probation Officers and/or Probation Assistants. Deputy Probation Officers and/or Probation Assistants are responsible for using County vehicles to transport in-custody juveniles for the purpose of moving them to and from legal matters. Because Plumas County does not operate a juvenile detention facility, Deputy Probation Officers and/or Probation Assistants are responsible for using County vehicles to transport in-custody juveniles to juvenile detention facilities in other counties.

Therefore, it is respectfully requested the Board of Supervisors approve the Probation Department *In-Custody and Transport Policies and Procedures*.



## Plumas County Probation

### In-Custody and Transport Policies and Procedures

#### **Purpose:**

The purpose of this manual is to establish and implement policies and procedures for the transportation of In-Custody Arrests and Juvenile Offenders, by Probation Officers and/or Probation Assistants.

#### **Definitions:**

1. In-Custody: An "In-Custody" is any person, (Male/Female, Adult/Juvenile), who for any reason has been legally arrested, detained, or incarcerated.
2. Juvenile: A "juvenile" is a person who has not attained his/her eighteenth birthday. Also a person over eighteen but fewer than twenty-one years of age is also accorded juvenile treatment if the act of juvenile delinquency occurred prior to his/her eighteenth birthday. *See 18 U.S.C. § 5031.*
3. Transport Vehicle: A "Transport Vehicle" is any vehicle, caged or non-caged, owned by Plumas County and utilized by Plumas County Employees for the purpose of moving detained or controlled persons, to and from legal matters.
4. Mechanical Restraints: Includes, but not limited to, handcuffs, chains, irons, straitjackets or cloth or leather restraints, or other similar items.

#### **Policy:**

1. Probation Personnel are to ensure the maximum security and safety of In-custodies at all times while within their control.
2. When available a "Caged Vehicle" will be utilized for transports of In-Custodies. If a cage unit is not available there should be two Probation transport persons or officers, or a combination of the two should be utilized.
3. The transporting Officer or Probation Assistant **shall** search the transport vehicle **before** placing the in-custody in the vehicle, and **immediately** after the transport.
4. When possible the transportation driver will be of the same sex as the in-custody. If the driver and in-custody are of opposite sex, a Supervising Probation Officer **shall** be notified.
5. In all transports involving juveniles, or members of the opposite sex, the transporting driver will give the starting and ending vehicle mileage to Sheriff Dispatch for all legs of the transportation.



**Plumas County Probation**  
In-Custody and Transport Policies and Procedures

6. Juveniles may be transported in standard restraint equipment: handcuffs with waist chains, and leg restraints only upon a determination made by the Probation Department that the mechanical restraints are necessary to prevent physical harm to the juvenile or another person due to a substantial risk of flight (210.6(a)(1) PC).
  - a. Necessity of use of any mechanical restraint while transporting a juvenile will be considered on an individual basis for every transport.
  - b. Due to the considerable distance travelled between Plumas County and the secure juvenile facilities the county contracts with, standard handcuffs would present complications related to comfort and could present a risk of harm to the juvenile; therefore, handcuffs with waist chains and leg restraints will be utilized for transportation of juveniles to and from detention when a determination is made by the Probation Department that restraints are necessary pursuant to Section 210.6(a)(1) PC.
  - c. Juveniles transported locally will be transported in the least restrictive form of restraint consistent with legitimate security needs (210.6(a)(2) PC), unless a determination is made by the Probation Department and documented requiring additional restraint methods pursuant to Section 210.6(a)(3) PC, using the Transportation Memo form.
7. Adults shall be handcuffed to the rear of the body with hands back to back; leg restraints are optional.

**Exception:**

At the officer's discretion, the following persons may be exempt from cuffing to the rear.

- a. Sick, injured or disabled persons. Handcuffs should be secured in a manner that would not aggravate the person's condition.
- b. Elderly persons who the transporting officer determines are cooperative.

**California Penal Code Section 3407:**

*3407(a) PC: An inmate/in-custody known to be pregnant or in recovery after delivery shall not be restrained by the use of leg irons, waist chains, or handcuffs behind the body.*

*3407(b) PC: A pregnant prisoner/in-custody in labor, during delivery, or in recovery after delivery, shall not be restrained by the wrists, ankles, or both, unless deemed necessary for the safety and security of the inmate, the staff, or the public.*



## **Plumas County Probation**

### **In-Custody and Transport Policies and Procedures**

*3407(c) PC: Restraints shall be removed when a professional who is currently responsible for the medical care of a pregnant inmate during a medical emergency, labor, delivery, or recovery after delivery determines that the removal of restraints is medically necessary.*

8. All persons transported, including the transporting officer are to be seat-belted at all times. In the event of a cross-gender transport, two staff should be present when the seat belt is secured if possible.
9. At no time is any person being transported to be secured in any way to the vehicle other than by seatbelt.
10. Probation Officers and/or Probation Assistants, shall notify the local police and the juvenile hall as soon as possible in the event that a youth escapes/or attempts to escape from custody during the transport.
11. Probation Officers and Probation Assistants are required to obey all motor vehicle traffic laws at all times. Citations are the responsibility of the recipient, not the County or Probation Department.
12. Use of private vehicles for the transportation of in-custodies is **strictly prohibited**.

### **Transportation Procedures**

1. A Transportation Memo will be completed for all In-custodies who are being transported in mechanical restraints. The memo shall state the reason for the use of restraints other than handcuffs.
2. All in-custodies shall be searched prior to transportation, by the transportation officer.
3. The transportation vehicle is to be searched prior to transportation of any in-custody, and again immediately after the transport.
4. A phone call ahead of time, by the Detention Coordinator or designated person, to the detention facility, court appearance or medical appointment should be made for the estimated time of arrival.



## *Plumas County Probation*

### In-Custody and Transport Policies and Procedures

5. For the transportation of all minors and in-custodies of the opposite sex, sheriff dispatch shall be notified of the following...
  - a. Starting mileage and destination
  - b. Sex of the in-custody (Male) or (Female)
  - c. Ending mileage upon arrival
  - d. This information is repeated for each leg of the transportation
6. All necessary paperwork, personal property, and medications to accompany the in-custody should be obtained and placed in a secure location within the transport vehicle, during the transport.
7. No stops should be made, except in an emergency. If a stop is necessary, sheriff dispatch should be informed by radio or cell phone of the location and reason for the stop.
8. Transports in excess of four hours may require that a meal stop be made. A drive-thru should be utilized to obtain food, with a stop for the transfer and consumption of the meal. Again notify sheriff dispatch of the location and reason for the stop, and when you resume the transport.
9. The in-custody must remain in staff's sight at all times. Never allow the in-custody into a closed room without staff.
10. If medical personnel require the removal of restraints for examination purposes, either hand or leg restraints are to remain on the in-custody at all times.
11. A spit hood may be temporarily placed over the head of an in-custody who is spitting on/at staff.
12. In-custodies are to utilize restroom facilities prior to the transport. Should the youth require an off-site restroom visit, staff must remain with the in-custody in their sight at all times.
13. Upon return, transportation vehicles shall be searched once the in-custody is secured.
14. Should a medical emergency arise the following protocols should be adhered to...
  - a. By radio or cell phone contact Sheriff Dispatch or 911 for ambulance service.
  - b. If able (without removing restraints), administer first-aid and/or CPR.
  - c. As soon as possible notify Probation, Sheriff Dept. and the receiving facility of the situation.



**Plumas County Probation**  
In-Custody and Transport Policies and Procedures

**Juvenile Transportation Protocol**

Whenever possible, the minor(s) should be secured in the designated area in the courthouse a **minimum of 30 minutes prior** to their hearing time. This allows time for the minor to meet and confer with their attorney.

All in-custodies are the responsibility of the Probation Department. Probation Staff are responsible for the safety and security of all minors in their custody.

The following are some criteria to consider when transporting Minors.

1. Do **not** discuss or speculate the minor's case or anybody's case with **anyone**, including the minor and his/her parents.
2. Do **not** discuss with the minor or his/her parents where he/she will be detained on the route of travel to the detention facility.
3. Do **not** allow anyone to communicate/visit with the minor, without the approval of the Probation Officer. Only the minor's attorney is allowed direct and confidential access to the minor.
4. Do **not** allow the minor to make any phone calls without prior approval from a Probation Officer.
5. Do **not** allow in-custodies to dictate their movement or get behind you during movements from vehicle to destination location or between locations. Example: *courtroom to restroom, vehicle to courtroom.*
6. Do **not** allow physical contact or items to be given to the in-custody minor without the prior approval from a Probation Officer.
7. When in doubt about any situation regarding a minor in-custody consult a Probation Officer.

25

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
PLUMAS COUNTY COUNSEL**

This Memorandum of Understanding (hereinafter "MOU" or "agreement") is entered into on \_\_\_\_\_, 2020, between Plumas County Department of Social Services (hereinafter "DSS") and the Plumas County Counsel Office (hereinafter "County Counsel"). DSS and County Counsel shall collectively be referred to as "Parties."

The Parties agree as follows:

1. **RESPONSIBILITIES OF COUNTY COUNSEL:** During the term of this agreement, County Counsel shall:
  - 1.1. Perform legal services required herein and described in Exhibit A, attached hereto and made a part of this agreement.
  - 1.2. Employ and train one .75 Full-Time Equivalent (FTE) position at the Deputy County Counsel Level I or II position, or higher, to perform the services described in Exhibit A of this agreement (the "CPS Attorney" or "assigned Deputy County Counsel"). If the County Counsel determines, in his sole discretion, that the responsibilities of County Counsel hereunder require the services of a lead-level Deputy County Counsel who is professionally qualified and experienced to independently perform the specialized work hereunder and to provide direction to the other assigned attorney(s), the County Counsel may staff one or more of the above-described Deputy County Counsel positions at the Deputy County Counsel III level.
  - 1.3. On dates and times when the assigned Deputy County Counsel is unavailable due to illness, vacation, furlough or other leave, County Counsel shall make available another attorney to perform his or her duties.
  - 1.4. Provide necessary supervision. The addition of direct supervision costs will be calculated in accordance with OMB Circular A-87 (or its successor).
  - 1.5. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of a payment and financial audit per the guidelines of the Child Welfare Services program, as described in the Department of Social Services Manual of Policies and Procedures.
  - 1.6. Provide training as described in Exhibit "A".
  - 1.7. Verify that all such certified/licensed personnel maintain their certification or licenses throughout the provision of services under this agreement. This includes, but is not limited to complying with all laws applicable to attorneys practicing law in the State of California, including but not limited to California Business and Professions Code §6068 "Duties of Attorney" and the California State Bar Rules of Professional Conduct. County Counsel shall



supervise the CPS Attorney. The CPS Attorney is additionally required to comply at all times with the special requirements, training, and certifications required under Cal. Rule of Court 5.660 and Plumas Superior Court Local Rules 7.1, 7.2, and 7.3.

2. **RESPONSIBILITIES OF DSS:** During the term of this agreement, DSS shall:

- 2.1. Provide staff as contact persons who are knowledgeable in Child Welfare Services and cases as necessary and requested by County Counsel.
- 2.2. Provide reimbursement for legal services, support, and overhead costs provided by County Counsel pursuant to this Agreement.
- 2.3. Provide reimbursement for attorney training as described in Exhibit A.

3. **COMPENSATION AND FISCAL PROVISIONS:**

- 3.1. The maximum amount payable under this agreement for the term of this contract shall not exceed the amount \$100,800.
  - 3.2. DSS understands that County Counsel has hired and will continue to maintain a Deputy County Counsel for the benefit of DSS ("the CPS Attorney").
  - 3.3. DSS shall seek funding from Federal, State, County or other sources during the period covered by this agreement necessary to make the payments provided by this agreement.
  - 3.4. DSS agrees that it will immediately notify County Counsel of any projected or actual increase, decrease or discontinuance of funding from any source, which would affect any of the terms of this agreement.
  - 3.5. DSS reserves the right to request to modify levels of funding for programs and re-negotiate contract budgets, if needed, due to increases or decreases in funding from any funding source. DSS also reserves the right to request changes in program design in order to accommodate funding changes.
  - 3.6. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
  - 3.7. All equipment purchased under this agreement with costs exceeding \$100 shall be considered to be the property of DSS. County Counsel shall maintain and exercise adequate control over such equipment. County Counsel shall exercise the same degree of control and responsibility over equipment out stationed to it by DSS. Equipment purchased with funds provided by this agreement shall become the property of DSS upon termination of the agreement.
4. **BILLING AND PAYMENT:** County Counsel shall submit to DSS a quarterly invoice, of services performed, as follows:
- 4.1. The sum of \$4,200 per month; and



- 4.2. In the event the number of hours of services in juvenile dependency matters provided by the County Counsel attorneys exceed twenty (20) hours per month since the beginning of the term, DSS shall pay the sum of \$125.00 per hour for each hour in excess of such twenty (20) hours per month since the beginning of the term.

County Counsel shall reconcile any adjustment from the previous invoice period on the next invoice. DSS shall make payment or authorize the transfer of funds within 30 days of receipt of County Counsel's statement.

5. **TERM OF AGREEMENT:** This agreement shall be effective beginning August 1, 2019, and shall continue in effect until otherwise terminated by direction of the Plumas County Board of Supervisors.
6. **TERMINATION OF AGREEMENT:** The agreement may be earlier terminated by order of the Superior Court pursuant to section 318.5 of the Welfare and Institutions Code. Also, DSS may terminate this agreement immediately upon oral notice should funding cease or be materially decreased. Should this agreement be terminated, County Counsel shall provide DSS all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by County Counsel pursuant to this agreement.
7. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. County Counsel shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. County Counsel specifically acknowledges that in entering into and executing this agreement, County Counsel relies solely upon the provisions contained in this agreement and no others.
8. **INSURANCE:** DSS acknowledges that County Counsel participates in the County of Plumas's program of self-insurance established by the Plumas' County Board of Supervisors. DSS further acknowledges that County Counsel is required to contribute a portion of the funds necessary to operate this program.
9. **NON-DISCRIMINATION:** County Counsel shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
10. **CONFIDENTIALITY:** The intent of this agreement is for County Counsel to provide legal services involving Welfare and Institutions Code 300 cases. However, the following confidentiality rules shall apply:
- 10.1. County Counsel shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

- 10.1.1. All applications and records concerning any individual made or kept by County Counsel shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
- 10.1.2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
- 10.1.3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- 10.2. County Counsel shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- 10.3. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- 10.4. Notwithstanding any other provision of this Agreement, County Counsel agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. County Counsel understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division I of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.
11. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to the Department of Social Services:	If to the County Counsel:
Director of Social Services 270 Hospital Road, Suite 207 Quincy, CA 95971	Plumas County Counsel 521 Main Street, Room 302 Quincy, CA 95971

12. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

<p><b>If to the Department of Social Services:</b></p> <p>Director of Social Services 270 Hospital Road, Suite 207 Quincy, CA 95971</p>	<p><b>If to the County Counsel:</b></p> <p>Plumas County Counsel 521 Main Street, Room 302 Quincy, CA 95971</p>
---	---

- 13. DOCUMENT RETENTION AND REPORTING:** County Counsel and DSS agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, County Counsel shall make available these records to the County, State or Federal government representatives. County Counsel shall develop and maintain records concerning the services provided pursuant to this agreement. County Counsel shall also provide all information necessary for quarterly reports or other reports required by DSS, CDSS or the Federal government. County Counsel shall fully cooperate with the DSS in providing any information needed by any governmental entity concerning this agreement.
- 14. AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the DSS or the County Counsel, effective with the date funding is discontinued or decreased.
- 15. MONITORING, VIOLATIONS, BREACHES OF CONTRACT:** DSS may monitor County Counsel's performance to assure compliance with the terms, conditions and specifications of this agreement. County Counsel is required to establish a procedure to resolve client grievances, and shall be able to present the procedure to DSS at any time.
- 16. CONFLICT OF INTEREST:** County Counsel and County Counsel's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- 17. MISCELLANEOUS PROVISIONS:** County Counsel will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of \$10,000.00, County Counsel is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is in excess of \$100,000.00, County Counsel is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- 18. LICENSING OR ACCREDITATION:** Where applicable County Counsel shall maintain the appropriate license or accreditation through the life of this contract.
- 19. COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable

federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

- 20. LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.
- 21. AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
- 22. HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

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

Plumas County Department of Social Services	Plumas County Counsel
By <u>Neal Caiazzo</u> Neal Caiazzo, Director	By <u>R. Craig Settlemyre</u> R. Craig Settlemyre, County Counsel
Dated: June __, 2020	Dated: June __, 2020

Approved by the Plumas County Board of Supervisors:

Plumas County Board of Supervisors

By \_\_\_\_\_  
Kevin Goss, Chair

EXHIBIT A  
DUTY STATEMENT

**Deputy County Counsel(s) for Dependency Court**

**Deputy County Counsel**

Under the supervision of the Plumas County Counsel and in collaboration with the Plumas County Department of Social Services, the Deputy County Counsel(s) will perform the following duties:

I. Represent the Department of Social Services-Children's Protective Services Division (CPS) in juvenile court proceedings including law and motion calendar, contested hearings and appeals, including but not limited to the following items:

A. Review cases for hearing.

B. Staff cases set for contested hearing with pertinent parties to prepare for hearing and determine who to subpoena.

C. Prepare social workers for testimony.

D. Subpoena witnesses.

E. Arrange pre-settlement conferences if possible.

F. Provide competent legal representation.

II. Provide consultation to Program Manager, Supervisors, and Social Workers, including but not limited to the following:

A. Review and advise on all protective custody warrant applications and petitions prior to submittal or filing with the Court.

B. Attend case staffing on critical cases at least twice per month.

C. Review and advise on all petitions prior to filing with the Court.

D. Review court reports prior to submittal for filing with the Court.

E. Draft findings and orders on critical cases.

III. Prepare and file responses to appeals and writ petitions as necessary.

IV. Provide training to Social Workers on at least a quarterly basis.

V. Attend training on a yearly basis, which may include:

A. County Counsel Association Conference-Child Welfare Study Section, three day conference, two times per year.

B. "Beyond the Bench," a three-day conference each year.

C. Stay current with Child Welfare laws utilizing CoCoNet-web page exclusively for Counsel Dependency Attorneys and Compendium of Laws – a ten chapter book outlining issues relevant to dependency court, available on line.

D. Attend UC Davis sponsored training on legal issues including but not limited to:

1. Child Welfare Law
2. Juvenile Court Processes and Procedures
3. Parent and Relative Search Techniques
4. Writing Effective Petitions
5. Writing Court Reports
6. Rules of Evidence
7. Preparing and Presenting Effective Testimony
8. Multiethnic Placement Act
9. Indian Child Welfare Act
10. Criminal and Civil Liability

VI. Develop peer support with other attorneys specializing in Child Welfare Law for consultation of complex case issues.



2K

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*

**MEETING DATE:** June 2, 2020

**SUBJECT:** **CONSENT ITEM:** First Amendment to Agreement by and between Plumas County and Hinman and Associates Consulting, Inc. and Request for Budget Transfer

### **STAFF RECOMMENDATION:**

1. Approve and authorize the Chair to sign First Amendment to Agreement by and between Plumas County and Hinman and Associates Consulting, Inc. and approve request for budget transfer in the amount of \$3,995

### **BACKGROUND/DISCUSSION:**

Plumas County executed a professional services agreement (Attachment 1) with Hinman and Associates Consulting, Inc. (Uma Hinman) for FY19-20 on June 15, 2019 to provide support services to Plumas County with the Upper Feather River Integrated Regional Water Management (UFR IRWM) Plan Program in the amount of \$25,000. Exhibit A to the agreement outlines the services that can be provided including assistance with grant application efforts upon request.

Uma Hinman was requested by the County to assist the Plumas County Community Development Commission (PCCDC), as the grant applicant, with the California Department of Water Resources (DWR) Proposition 1 Round 1 UFR IRWM implementation grant application. On April 24, 2020 DWR notified PCCDC that the UFR IRWM region was awarded the grant.

Because the extent of time devoted by Ms. Hinman in response to this grant effort to support PCCDC was not specifically anticipated, Ms. Hinman and the County desire to amend the professional services agreement Paragraph 2 (Compensation) and Exhibit B (Fee Schedule) in the amount of \$3,995.00 for continued grant application work anticipated to be performed in June 2020 (e.g., grant award agreement coordination).

The First Amendment to Agreement is approved as to form by County Counsel (Attachment 2).

The Request for Budget Appropriate Transfer is approved by County Auditor/Controller (Attachment 3) with sufficient balances in Planning (Dept #20490) budget to transfer from account #51020 (Other Wages) to account #521900 (Professional Services).

### **ATTACHMENTS:**

1. FY19-20 Hinman and Associates Consulting, Inc. Services Agreement
2. First Amendment to Agreement
3. Request for Budget Appropriation Transfer

### Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman and Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand dollars (\$25,000).
3. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020, 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 except for services already provided but not yet paid to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

COUNTY INITIALS RW

CONTRACTOR INITIALS HH



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. 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. 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,

COUNTY INITIALS RW

CONTRACTOR INITIALS UL

its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, 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

COUNTY INITIALS RW

CONTRACTOR INITIALS LMH

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.

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:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Randy Wilson

Contractor:  
Hinman and Associates Consulting, Inc.  
P.O Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, Owner/Environmental Planner, [uhinman@comcast.net](mailto:uhinman@comcast.net), 916-813-0818

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

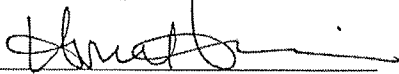
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

COUNTY INITIALS RW

CONTRACTOR INITIALS UH

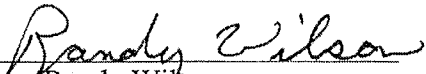
**CONTRACTOR:**

Hinman & Associates Consulting, Inc., a  
California Corporation

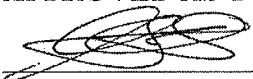
By:   
Name: Uma Hinman  
Title: President and Treasurer  
Date signed: 6/15/19

**DISTRICT:**

Plumas County

By:   
Name: Randy Wilson  
Title: Planning Director, County of Plumas  
Date signed:

**APPROVED AS TO FORM:**

 Deputy 5/14/19  
R. Craig Settemire  
Plumas County Counsel

## EXHIBIT A

Provide services in assisting the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWM) Management Plan Program. Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFRIRWM Program as needed. Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featherriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

COUNTY INITIALS RW

CONTRACTOR INITIALS WA

## EXHIBIT B

### Fee Schedule

Compensation shall not exceed \$25,000 for work under this contract.

Contractor shall submit an invoice to County for each calendar month in which services are provided.

#### Hourly Rates:

Principal Planner	\$85.00/hour
Planner/Analyst	\$65.00/hour
Administrative Support	\$35.00/hour

#### Sub-Consultants

Uma Hinman Consulting charges a 10 percent administrative fee on all sub-consultant labor (see Hourly Rate Method of Billing).

COUNTY INITIALS Pue

CONTRACTOR INITIALS Ust

that the interest payment of \$4,844.97 does not apply as there is an existing security bond of \$975 held by the County that covers the unpaid amount of the stand by fees; discussion and possible action

Following comments by Robert Perreault, Director of Public Works/Walker Ranch General Manager and discussion by the Board, **Motion:** Table this matter, for no more than thirty (30) days, based on findings that the matter is premature for consideration by the Board, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.  
Motion passed unanimously.

There is direction to the Clerk to bring this matter back to the Board on July 2, 2019.

Adjourned as the Walker Ranch Community Services District Governing Board and reconvened as the Board of Supervisors

Craig Settlemyre, County Counsel returns to the Boardroom.

### 3. DEPARTMENTAL MATTERS

#### A) Play >> PLANNING – Randy Wilson

- 1) Designate the Planning Director as "designated subordinate officer" for the purpose of meeting requirements of Business and Professions Code 23958.4 (b) (2); discussion and possible action

**Motion:** Designate the Planning Director as "designated subordinate officer" for the purpose of meeting requirements of Business and Professions Code 23958.4 (b) (2); , **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.  
Motion passed unanimously.

- 2) Approve and authorize the Planning Director to sign agreement, not to exceed \$25,000, between County of Plumas and Hinman & Associates Consulting, Inc. to provide professional services to assist with support services to the Upper Feather River Integrated Regional Water Management Plan program; approved as to form by County Counsel; discussion and possible action

**Motion:** Approve and authorize the Planning Director to sign agreement, not to exceed \$25,000, between County of Plumas and Hinman & Associates Consulting, Inc. to provide professional services to assist with support services to the Upper Feather River Integrated Regional Water Management Plan program, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

- 3) Approve and authorize the Planning Director to sign agreement, not to exceed \$36,000, between County of Plumas and Leah Wills for work on water planning issues through June 30, 2020; approved as to form by County Counsel; discussion and possible action

**Motion:** Approve and authorize the Planning Director to sign agreement, not to exceed \$36,000, between County of Plumas and Leah Wills for work on water planning issues through June 30, 2020, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.  
Motion passed unanimously.

#### B) Play >> DISTRICT ATTORNEY – David Hollister

Approve and authorize the District Attorney to sign Memorandum of Understanding between County of Plumas and Plumas Superior Court for Collaborative Justice Courts Substance Abuse Focus Grant Program; and approve supplemental budget of \$2,910 for the Alternative Sentencing Program with funding of a grant from Plumas Superior Court; approved as to form by County Counsel; **four/fifths required roll call vote**



# FIRST AMENDMENT TO AGREEMENT

## BY AND BETWEEN

### PLUMAS COUNTY AND HINMAN AND ASSOCIATES CONSULTING, INC.

This First Amendment to Agreement ("Amendment") is made on June \_\_\_\_, 2020, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Hinman and Associates Consulting, Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Hinman and Associates Consulting, Inc. have entered into a written Agreement dated June 15, 2019, (the "Agreement"), in which Hinman and Associates Consulting, Inc. agreed to provide support services to Plumas County for the Upper Feather River Integrated Regional Water Management (UFRIRWM) Plan Program.
  - b. Because the extent of time devoted to support services needed in response to the California Department of Water Resources (DWR) Proposition 1 Round 1 UFRIRWM implementation grant application was not specifically anticipated the parties desire to change the Agreement Paragraph 2 (Compensation) and Exhibit B (Fee Schedule). Assistance with grant applications efforts is included in the Scope of Work (Exhibit A).
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 Twenty Eight Thousand Nine Hundred Ninety Five dollars (\$28,995).
  - b. Exhibit B (Fee Schedule) is amended to read as follows:

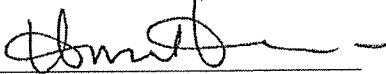
Compensation shall not exceed \$28,995 for work under this contract.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 15, 2019, shall remain unchanged and in full force and effect.

*[signature page to follow]*

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

**CONTRACTOR:**

Hinman & Associates Consulting, Inc., a  
California Corporation

By: 

Name: Uma Hinman

Title: President and Treasurer

Date signed: 5/18/20

**COUNTY:**

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

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

Kevin Goss, Chair

Board of Supervisors

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

**ATTEST:**

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

Nancy DaForno

Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr

Deputy County Counsel III

5/18/20

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

TRANSFER NUMBER

(Auditor's Use Only)

Department: Planning Dept. No: 20490 Date 5/14/2020

The reason for this request is (check one):

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20490	51020	Other Wages	3,995.00
Total (must equal transfer to total)				3,995.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20490	521900	Professional Services	3,995.00
Total (must equal transfer to total)				3,995.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) See attached memo.

B)

C)

D)

Approved by Department Signing Authority:

*Tracey Ferguson*

☒ Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

*John M. [Signature]*

5/20/2020

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

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

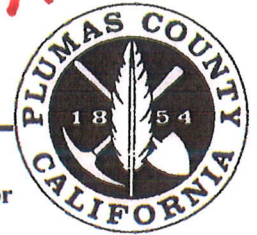
Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

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

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

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

21.1.



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS


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

### CONSENT AGENDA REQUEST

For the June 2, 2020 meeting of the Plumas County Board of Supervisors

May 22, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Lead Maintenance Worker position in the Beckwourth Maintenance District

### Background:

On May 5, 2020, the Board of Supervisors approved the Public Works Department to fill the vacancy of one Road Maintenance Supervisor position in the Beckwourth Maintenance District pending the retirements of the incumbent Road Maintenance Supervisors in that District.

In accordance with County Personnel Rules, a recruitment has been completed for that position, and it will be filled by the incumbent Road Maintenance Lead Worker within the Beckwourth District.

As a result, there is now a need for the Public Works Department to recruit and fill one Road Maintenance Lead Worker position within the Beckwourth Maintenance District.

This position is funded and allocated in the proposed FY19/20 budget of the Department of Public Works.

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

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Lead Maintenance Worker in the Beckwourth Maintenance District.

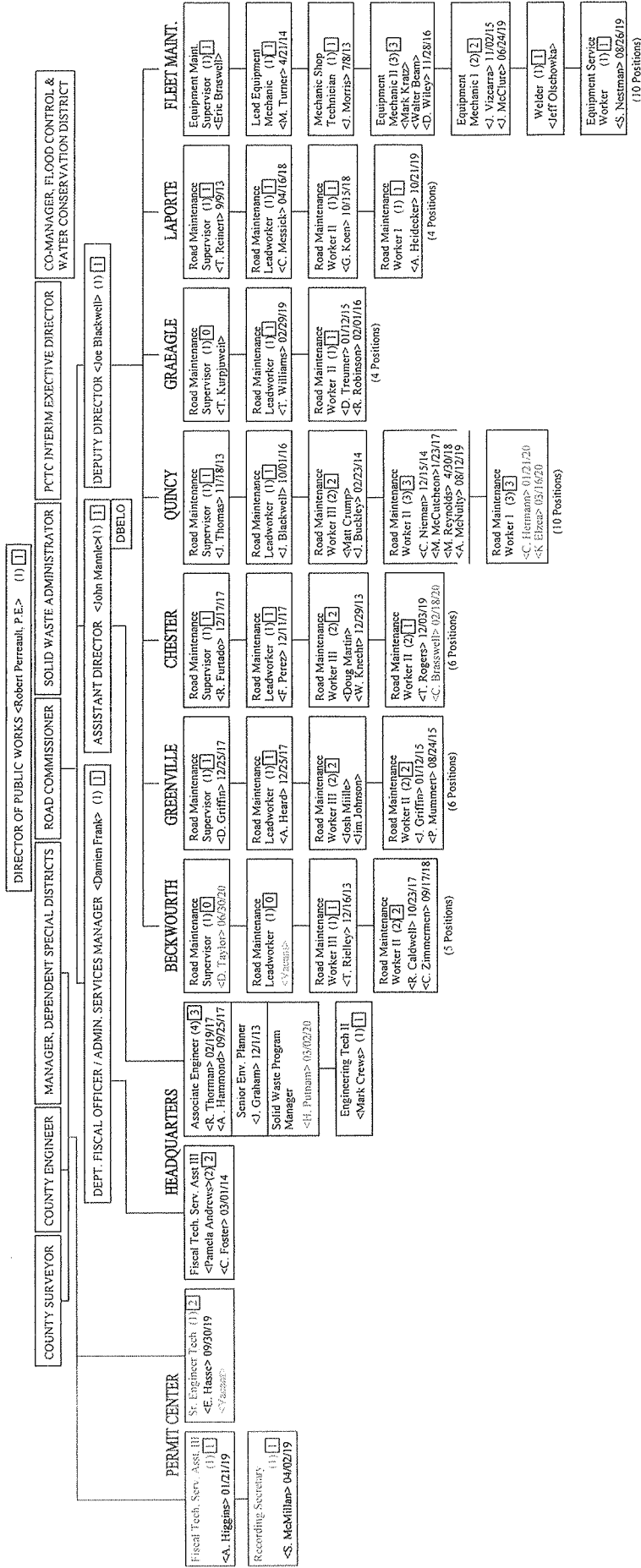
## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

### Public Works Lead Maintenance Worker Position Beckwourth

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Lead Workers help direct the workforce**
- Why is it critical that this position be filled at this time?  
**Lead Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Position to become vacant effective June 2020.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 19/20 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

16/17	\$0	17/18	(\$600,000)	18/19	\$600,000
-------	-----	-------	-------------	-------	-----------

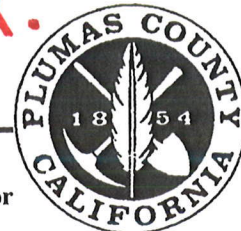
# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works  
Revision Date: 05/18/20



21.2.



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### **CONSENT AGENDA REQUEST**

For the June 2, 2020 meeting of the Plumas County Board of Supervisors

May 22, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Contract Award of Service Agreement for Facilities Maintenance for the Public Works Headquarters Building with Bob's Janitorial, in the amount of Twenty-One Thousand Four Hundred Twenty Dollars and 00/100 (\$21,420.00).

### **Background:**

The Plumas County Department of Public Works requires its headquarters facility to be cleaned on a regular basis. Commencing August 2011, the Department signed a contract with Bob's Janitorial to provide cleaning of its headquarters facility.

As the contract with the vendor is set to expire on June 30, 2020, a new contract is necessary in order for the vendor to continue to provide cleaning of the Public Works headquarters facility.

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

Funding will be included in the budget for FY2020-21 to be adopted by the Board of Supervisors.

### **Recommendation:**

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement for Facilities Maintenance for the Public Works Headquarters building, in the base amount of Twenty-One Thousand Four Hundred Twenty Dollars and 00/100 (\$21,420.00).

Attachment: Proposed, replacement contract



### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "County"), and Tim Ringo, a sole proprietor doing business as Bob's Janitorial Service (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-One Thousand Four Hundred Twenty Dollars and 00/100 (\$21,420.00).
3. Term. The term of this agreement shall be from July 1, 2020 through June 30, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

Department of Public Works  
County of Plumas  
1834 E. Main Street  
Quincy, CA 95971  
Attention: Damien Frank

Contractor:

Bob's Janitorial Service  
135 Railway Ave.  
Quincy, CA 95971  
Attention: Tim Ringo

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. 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.
25. 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:**

Tim Ringo, a sole proprietor DBA Bob's Janitorial

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

Name:

Title:

Date signed:

**COUNTY:**

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

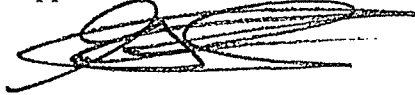
By: \_\_\_\_\_

Name:

Title:

Date signed:

Approved as to form:



5/15/20

Gretchen Stuhr

Deputy County Counsel III

**CONCURRENCE:**

\_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors

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

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

**Exhibit A**  
**Schedule of Services – Scope of Work (Subject to Change Prior to Award)**

Contractor shall provide professional cleaning services for the County of Plumas at the Public Works Headquarters Building specific services required and the frequency with which the services are to be provided is specified in the attached schedule of services. The following outlines the minimum requirements expected to be performed by the contractor. Please see custodial minimum standards attachment, which is incorporated herein by reference.

- A. Services Required (not all surface/material types apply – verify conditions for each building)
1. Weekly Restroom Services
    - a. Clean and sanitize all sinks, toilets, counter tops and mirrors
    - b. Polish all chrome and hardware
    - c. Wash and disinfect all floors to a clean, sanitary lustrous appearance, strip and wax linoleum floors as necessary to maintain in that condition for the duration of the contract
    - d. Wash all walls and partitions to a no streak appearance in immediate area of toilets
    - e. Empty waste receptacles
    - f. Replenish all paper & soap dispensers to full (leaving extra until next janitorial visit)
  2. Monthly Restroom Services
    - a. Clean all ceiling and wall mounted HVAC vents
    - b. De-scale toilets, urinals and faucets
    - c. Wash all walls and toilet partitions
  3. Weekly Office/Conference Room/Entrance Lobby/Kitchen
    - a. Sweep floors thoroughly
    - b. Disinfect countertops and polish table tops to a streak free appearance
    - c. Dust cases, pictures, ledges and fire extinguishers
    - d. Wet mop all floors to a lustrous appearance.
    - e. Clean, sanitize and polish drinking fountains
    - f. Wet wipe handrails, spindles and handrail base
    - g. Empty waste receptacles
    - h. Remove all cobwebs
    - i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
    - j. Sweep entrances and clean entrance mats
    - k. Clean all glass entrance and interior doors

4. Monthly Office/Conference Room/Entrance Lobby/Kitchen

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinets

5. Semi-Annual Cleaning (During May and October)

- a. Interior and exterior window glass washing
- b. Strip and wax linoleum as necessary to maintain in that condition for the duration of the contract.

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed below. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

A. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the



confidentiality statement attached hereto as Exhibit D. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

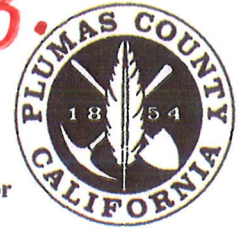
- d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
  - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program. The County will provide a list of suggested products and, if requested by the contractor, suggested vendors from which the products may be obtained.
  - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

**EXHIBIT B**

**Fee Schedule**

- A. Contractor will submit a monthly invoice for which services are provided. Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.
- B. As compensation for this service, Contractor shall be paid in the amount of Five Hundred Ninety-five Dollars and No Cents (\$595.00) per month by the County. Payment shall be made to Contractor within 30 days of receipt of invoice by the County.

21.3.



## **PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

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

### **CONSENT AGENDA REQUEST**

For the June 2, 2020 meeting of the Plumas County Board of Supervisors

May 22, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Request the Board of Supervisors to authorize the purchase of a Class 8 Paint Striper Truck from M-B Companies in an amount not to exceed \$471,927.88.

### **Background:**

This Agenda Request pertains to the need by the Department of Public Works to purchase a paint striper truck, as identified in the FY19/20 annual budget.

On September 17, 2019, the Board of Supervisors adopted a Resolution adopting the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2019-2020. The FY19-20 approved budget contains Road funds sufficient to purchase the equipment recommended in this Agenda Request.

### **Need for Purchase:**

The existing paint truck, required by Public Works, is requested for replacement because the current truck, is 25 years old and is no longer CARB compliant.

The existing truck currently paints and stripes more than 470 miles of County roads annually. The truck is also used to apply approximately 12,000 gallons of waterborne traffic paint. As well as applying approximately 22,000 lbs. of glass beads to maintain retro-reflectivity of paint for visibility of the pavement stripes. The 470 miles referenced above includes at least four stripes with fog and center lines plus re-painting stenciling, including stop bars each year to maintain MUTCD standards.

The pavement painting season starts in May and ends by October each year. Due to present CARB restrictions, the use of the existing painter truck is limited to one-half of the season, which will result in coverage of only 50% of the County's annual needs.

With no retrofit technology currently available, Public Works will no longer be able to continue to use our current truck beyond 50% coverage.

Public Works staff has performed studies to assess the costs of using contract services to paint and stripe County roads and has determined it is more cost effective to perform the work itself, using its own employees and equipment.

**Bidding:**

Staff from the Department of Public Works solicited, and received, two (2) responses to a Request for Bids for a new Class 8 Paint Striper Truck. The 2 bids were submitted by vendors located in Wisconsin and Iowa; both of which market reputable brands of equipment.

Of the competing proposals, M-B Companies, located in New Holstein, Wisconsin, had the lowest responsible cost for the Class 8 Paint Striper Truck. The other proposal was received from EZ Liner, located in Orange City, Iowa.

Accordingly, a draft, proposed "Purchase Order," dated May 22, 2020, for the Class 8 Paint Striper Truck has been prepared and is attached for consideration by the Board of Supervisors.

**Additional Commentary:**

It is noted that the attached quote from M-B Companies is slightly higher than the amount specified in this Agenda Request. The reason for this difference is that the original quote was calculated with an estimated sales tax amount based on 7.5%, not the 7.25% tax rate in Plumas County. Contact has been initiated with the company to retain a quote with the correct sales tax rate.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer form is not required.

Funding for this acquisition is being provided only by Road Funds. There are no County General Funds being used for this purchase.

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the attached purchase order for the purchase of a Class 8 Paint Striper Truck, from M-B Companies, in an amount not to exceed \$471,927.88, all subject to the final approval as to form by the County Counsel.

Attachment: Proposed "Purchase Order," dated May 22, 2020, for the new  
Class 8 Paint Striper Truck





# PRICE QUOTATION



## M-B Companies, Inc.

95 Blessing Dr.  
Muncy, PA 17756  
Phone (570) 547-1621  
Fax (570) 431-6641

QUOTATION NO. BID4913

Please refer to this number when submitting an order

To: Plumas County, CA

Date: 12/31/19

Attn: Purchasing

F.O.B. Plumas County, CA

We appreciate the opportunity to submit the following quotation:

### M-B Companies, Inc. Maxi-500 with additional options

The following is included in the price shown below:

Product Code	Item Description	
Maxi-500	M-B Companies, Inc. Maxi-500 PER Specification 1119-2097	\$433,669.00
	Zinc coated anti corrosion treated frame rails	\$306.00
	Full steel inner liner	\$463.00
	Battery disconnect switch	\$116.00
	Engine protection shutdown	\$10.00
	Removable bug screen	\$132.00
	Curved exhaust tip	\$70.00
	Auto neutral activates w/parking brake	\$19.00
	Pull cords all air tanks	\$10.00
	Cab tilt air assist	\$267.00
	Warning light battery disconnect, switch engaged	\$15.00
	DEDUCT pre-construction meeting held at Plumas County Public Works	-\$1,900.00
	Rear Fenders	\$1,857.00
	Rear Strobes	\$643.00
	Additional diaphragm pumps for white and yellow paint	\$4,349.00

TOTAL FOR ABOVE: \$440,026.00  
ESTIMATED STATE SALES TAX (7.25%) NOT COLLECTED BY M-B: \$31,901.89  
TOTAL: \$471,927.89

\*M-B Companies, Inc. optioned two (2) additional diaphragm pumps for white and yellow, if the County wanted to re-fill their totes instead of changing them out. We do not recommend running white/yellow paint through any pumps/lines that had black paint run through them.

### CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: Net 20

This quotation is valid for 60 Days

Delivery: 120 TO 210 DAYS ARO

Unless otherwise Stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

M-B Companies, Inc.

By: Elizabeth Fry, Assistant Secretary  
Pavement Marking Equipment Division

Customer Acceptance of Order

Signature

Date

~~THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.~~

RAP  
5-22-20

**TERMS AND CONDITIONS**  
**TO PURCHASE ORDER ISSUED BY THE**  
**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**  
**FOR PURCHASE OF A PAINT STRIPER TRUCK**  
**DATE: MAY 22, 2020**

1. THERE IS NO ACKNOWLEDGMENT COPY OF THIS PURCHASE ORDER. REVISIONS IN PRICE, QUANTITIES, ITEMS OR DELIVERIES REQUIRES A NEW, REPLACEMENT PURCHASE ORDER. ANY CORRESPONDENCE REFERRING TO THE TERMS, PRICES AND CONDITIONS OF THIS ORDER MUST BE DIRECTED TO PLUMAS COUNTY PUBLIC WORKS DEPARTMENT. INQUIRIES RELATIVE TO PAYMENT OF INVOICES SHOULD ALSO BE DIRECTED TO PLUMAS COUNTY PUBLIC WORKS DEPARTMENT.
2. BUYER FURNISHED OR PAID FOR ITEMS: ALL SPECIFICATIONS, TOOLS, EQUIPMENT AND OTHER ITEMS FURNISHED TO SELLER, OR PAID FOR BY BUYER SHALL (A) REMAIN BUYER'S PROPERTY, OR UPON ACQUISITION BY SELLER, SHALL BECOME BUYER'S PROPERTY; (B) BE SAFELY KEPT BY SELLER IN GOOD AND USABLE ORDER; (C) BE PROMPTLY RETURNED TO BUYER UPON REQUEST.
3. SELLER IS PERFORMING AS AN INDEPENDENT CONTRACTOR AND, THUS, SHALL HOLD BUYER, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS HARMLESS FROM LIABILITY OF ANY NATURE OR KIND, ON ACCOUNT OF USED INVENTION, ARTICLES, PROCESS, FOR WORK OR LABOR PERFORMED UNDER THIS PURCHASE ORDER. SELLER ALSO GUARANTEES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER AGAINST ANY OR ALL LOSS, LIABILITY, DAMAGES, DEMANDS, CLAIMS OR COSTS ARISING OUT OF DEFECTIVE MATERIAL AND PRODUCTS, FAULTY WORK PERFORMANCE, NEGLIGENT OR UNLAWFUL ACTS, AND NON-COMPLIANCE WITH ANY APPLICABLE LOCAL, STATE OR FEDERAL CODES, ORDINANCES, ORDERS OR STATUTES INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND THE CALIFORNIA INDUSTRIAL SAFETY ACT. THIS GUARANTEE IS IN ADDITION TO AND NOT INTENDED AS A LIMITATION ON ANY OTHER WARRANTY, EXPRESS OR IMPLIED.
4. FREIGHT: EXCESSIVE CHARGES FROM INCORRECT DESCRIPTION OR FROM ROUTING OTHER THAN GIVEN WILL BE CHARGED TO SELLER'S ACCOUNT. PACKING LIST MUST ACCOMPANY EACH CASE OR PARCEL, SHOWING BUYER'S ORDER NUMBER. NO CHARGES FOR TRANSPORTATION, CONTAINERS, OR ANY OTHER PURPOSE, ETC., WILL BE ALLOWED UNLESS SO SPECIFIED IN THIS ORDER. FREIGHT CHARGES ALLOWABLE PURSUANT TO THE TERMS FOB POINT OF ORIGIN OR FOB DESTINATION PLUS FREIGHT SHALL BE PREPAID BY THE SELLER AND MUST BE ITEMIZED ON THE INVOICE, AND A COPY OF THE PAID EXPRESS OR FREIGHT BILL SHALL BE ATTACHED TO THE INVOICE. COD SHIPMENTS WILL NOT BE ACCEPTED.
5. REJECTIONS: IF ANY OF THE GOODS ARE FOUND AT ANY TIME TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE ORDER, BUYER, IN ADDITION TO ANY OTHER RIGHTS WHICH IT MAY HAVE UNDER WARRANTIES OR OTHERWISE, SHALL HAVE THE RIGHT TO REJECT AND RETURN SUCH GOODS AT SELLER'S EXPENSE, SUCH GOODS NOT TO BE REPLACED WITHOUT WRITTEN AUTHORIZATION FROM BUYER. THIS ORDER MUST BE FILLED EXACTLY AS SPECIFIED; NO EXCEPTIONS. ALTERNATES OR SUBSTITUTES WILL NOT BE

ACCEPTED UNLESS AUTHORIZED BY PLUMAS COUNTY PUBLIC WORKS DEPARTMENT. WHERE QUALITY IS QUESTIONED ON ANY DELIVERY, ANY COST OF INSPECTION WILL BE AGAINST THE ACCOUNT OF THE SELLER.

6. RESPONSIBILITY FOR SUPPLIES: SELLER SHALL BEAR THE RISK OF LOSS OR DAMAGE TO THE ARTICLES COVERED BY THIS ORDER UNTIL DELIVERY OF SAID SUPPLIES AT THE LOCATION DESIGNATED BY BUYER OR AT SUCH OTHER PLACE AS MAY BE DESIGNATED HEREIN, REGARDLESS OF FOB POINT OR THE POINT OF INSPECTION. SELLER SHALL ALSO BEAR THE RISK OF LOSS OR DAMAGE TO SUPPLIES AFTER BUYER GIVES SELLER NOTICE OF REJECTION.
7. CHANGES: BUYER MAY BY WRITTEN ORDER OR AT ANY TIME PRIOR TO FINAL DELIVERY AND WITHOUT NOTICE TO SURETIES, MAKE CHANGES WITHIN THE GENERAL SCOPE OF THIS ORDER, IN ANY OF THE FOLLOWING: APPLICABLE DRAWINGS, DESIGNS, OR SPECIFICATIONS, METHOD OF SHIPMENT OR PACKING AND PLACE OR TIME OF DELIVERY, TO THE EXTENT SUCH CHANGE CAUSES AN INCREASE OR DECREASE IN THE COST OF OR TIME REQUIRED FOR THE PERFORMANCE OF THIS ORDER AN APPROPRIATE EQUITABLE ADJUSTMENT IN THIS ORDER SHALL BE MADE, ANY CLAIM BY SELLER FOR ADJUSTMENT MUST BE ASSERTED WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE CHANGE. FAILURE TO AGREE TO AN ADJUSTMENT SHALL NOT EXCUSE THE SELLER FROM PROCEEDING WITH THIS ORDER AS CHANGED.
8. BUYER SHALL HAVE THE RIGHT TO CANCEL AT ANY TIME FOR SELLER'S BREACH OF ANY PROVISIONS OF THIS ORDER, INCLUDING FAILURE TO MEET THEIR STATED DELIVERY SCHEDULE. ALL OR ANY PORTION OF THIS ORDER MAY BE CANCELLED BY BUYER IF SELLER, IN BUYER'S JUDGMENT, IS FAILING TO MAKE SUFFICIENT PROGRESS SO AS TO ENDANGER PERFORMANCE OF THIS ORDER IN ACCORDANCE WITH ITS TERMS. BUYER RESERVES THE RIGHT TO TERMINATE THE CONTRACT WITHOUT PENALTY, WITHOUT CAUSE OR WITH CAUSE IMMEDIATELY, 10 DAYS AFTER WRITTEN NOTICE THEREOF IF DELIVERED TO SELLER EITHER PERSONALLY OR BY MAIL ADDRESSED AS SHOWN ON THE PURCHASE ORDER FORM.
9. IF SELLER BREACHES THIS AGREEMENT AND FAILS TO DELIVER THE GOODS, SERVICES OR MATERIALS PROVIDED HEREIN WITHIN THE TIME ABOVE SET FORTH. OR BY FAILING TO MAKE SUFFICIENT PROGRESS SO AS TO ENDANGER PERFORMANCE OF THIS ORDER, THEN BUYER MAY TERMINATE THIS CONTRACT AND PURCHASE THE GOODS, SERVICES OR MATERIALS FROM WHATEVER SOURCE AND SELLER SHALL BE LIABLE TO BUYER FOR THE DIFFERENCE IN PRICE WHICH BUYER IS OBLIGATED TO PAY PLUS ALL OF ITS COSTS AND EXPENSES IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES. FURTHER, BUYER MAY OFFSET ANY SUCH COSTS OR EXPENSES INCURRED AGAINST ANY OF THE MONIES WHICH MAY BE OWING TO SELLER.
10. ANTI-DISCRIMINATION CLAIM: IT IS THE POLICY OF BUYER THAT IN CONNECTION WITH ALL WORK PERFORMED UNDER PUBLIC WORKS AND PURCHASING CONTRACTS, THERE BE NO DISCRIMINATION AGAINST ANY PROSPECTIVE OR ACTIVE EMPLOYEE ENGAGED IN THE WORK BECAUSE OF RACE, COLOR, SEX, ANCESTRY, NATIONAL ORIGIN, OR RELIGIOUS CREED, AND THEREFORE, SELLER AGREES TO COMPLY WITH APPLICABLE FEDERAL AND CALIFORNIA LAWS INCLUDING, BUT NOT LIMITED TO, THE CALIFORNIA FAIR EMPLOYMENT PRACTICE ACT BEGINNING WITH LABOR CODE SECTION 1410, AND LABOR CODE SECTION 1735. IN ADDITION, SELLER AGREES TO REQUIRE LIKE COMPLIANCE BY ALL SUB-CONTRACTORS EMPLOYED.



11. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO THAT BODY OF LAWS PERTAINING TO CONFLICT OF LAWS. IN THE EVENT OF ANY LEGAL ACTION TO ENFORCE OR INTERPRET THIS AGREEMENT, THE PARTIES HERETO AGREE THAT THE SOLE AND EXCLUSIVE VENUE SHALL BE A COURT OF COMPETENT JURISDICTION LOCATED IN PLUMAS COUNTY, CALIFORNIA.
12. BUYER'S PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.
13. DELIVERIES FOR ALL DEPARTMENTS MUST BE MADE AS DIRECTED. NON-PAYMENT MAY RESULT FOR MERCHANDISE DELIVERED IN ANY OTHER MANNER. CASH TERMS SHALL BE PREDICATED ON THE DELIVERY DATE OF THE MATERIAL AS SPECIFIED, OR FROM DATE CORRECT INVOICES ARE RECEIVED IN BUYER'S ACCOUNTS PAYABLE OFFICE, IF THE LATTER DATE IS LATER THAN THE DATE OF DELIVERY.
14. SELLER AGREES TO FURNISH BUYER WITH TWO SHOP MAINTENANCE AND TWO OPERATION MANUALS (WHICH WILL INCLUDE WIRING SCHEMATICS, PART DIAGRAMS, ALIGNMENT DATA, AND PARTS LIST) ON ALL PURCHASES OF EQUIPMENT, IF SO NOTED ON THE PURCHASE ORDER.
15. WARRANTY: UNLESS OTHERWISE SPECIFIED ON REVERSE SIDE OF THIS PURCHASE ORDER, WARRANTY ON QUOTED EQUIPMENT SHALL BE ONE YEAR DEFECTIVE PARTS AND/OR WORKMANSHIP.
16. SELLER AGREES TO MAKE AVAILABLE SPECIAL REPLACEMENT PARTS REQUIRED TO MAINTAIN THE PURCHASE EQUIPMENT UNLESS OTHERWISE STIPULATED AT TIME OF EQUIPMENT ORDER.
17. NO ASSIGNMENT BY SELLER OF THE PURCHASE ORDER OR ANY PART HEREOF, OR OF FUNDS TO BE RECEIVED HEREUNDER, WILL BE RECOGNIZED BY BUYER UNLESS SUCH ASSIGNMENT HAS HAD PRIOR WRITTEN APPROVAL AND CONSENT OF BUYER.
18. INSURANCE: SELLER SHALL MAINTAIN INSURANCE ACCEPTABLE TO BUYER IN FULL FORCE AND EFFECT AT SELLER'S EXPENSE THROUGHOUT SELLER'S PERFORMANCE UNDER THIS PURCHASE ORDER.
19. LIABILITY: INDEMNIFICATION AND HOLD HARMLESS: TO THE FURTHEST EXTENT PERMITTED BY LAW (INCLUDING WITHOUT LIMITATION CALIFORNIA CIVIL CODE SECTIONS 2782 AND 2782.8, IF APPLICABLE), CONTRACTOR SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY, AND HOLD HARMLESS THE COUNTY OF PLUMAS, AND ALL OF ITS OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AGENT'S EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO THE COUNTY BOARD OF SUPERVISORS, COUNTY CONSULTANTS, PROJECT MANAGER AND ALL OTHER COUNTY REPRESENTATIVES (SINGULARLY AND COLLECTIVELY REFERRED TO AS "COUNTY PARTY" OR "COUNTY PARTIES") FROM CLAIMS, SUITS, ACTIONS, LOSSES AND LIABILITY OF EVERY KIND, NATURE AND DESCRIPTION, INCLUDING BUT NOT LIMITED TO CLAIMS AND FINES OF REGULATORY AGENCIES AND ATTORNEYS' FEES AND CONSULTANTS' FEES, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM MANUFACTURE OF EQUIPMENT AND/OR DELIVERY THEREOF (SCOPE OF WORK), PERFORMANCE OF THE SCOPE OF WORK, FAILURE TO PERFORM THE SCOPE OF WORK, OR CONDITION OF THE SCOPE OF

WORK WHICH IS CAUSED IN WHOLE OR PART BY ANY ACT, OMISSION OR NEGLIGENCE OF CONTRACTOR, SUBCONTRACTORS (OF ANY TIER), DESIGNERS, SUPPLIERS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. THE INDEMNIFICATION IN THIS AGREEMENT SHALL NOT APPLY TO THE PRORATE EXTENT A CLAIM, SUIT, ACTION, LOSSES AND LIABILITY WERE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT COUNTY PARTY. IN THAT EVENT, HOWEVER, THIS INDEMNIFICATION SHALL REMAIN VALID FOR ALL OTHER COUNTY PARTIES.

20. INSURANCE: MINIMUM SCOPE AND LIMITS OF INSURANCE. CONTRACTOR SHALL OBTAIN AND MAINTAIN DURING THE LIFE OF THIS PURCHASE ORDER ALL OF THE FOLLOWING INSURANCE COVERAGES:

- (a) COMPREHENSIVE GENERAL LIABILITY, INCLUDING PREMISES-OPERATIONS, PRODUCTS/COMPLETED OPERATIONS, BROAD FORM PROPERTY DAMAGE, BLANKET CONTRACTUAL LIABILITY, INDEPENDENT CONTRACTORS, PERSONAL INJURY WITH A POLICY LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000.00), COMBINED SINGLE LIMITS, PER OCCURRENCE AND AGGREGATE.
- (b) AUTOMOBILE LIABILITY FOR OWNED VEHICLES, HIRED, AND NON-OWNED VEHICLES, WITH A POLICY LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000.00), COMBINED SINGLE LIMITS, PER OCCURRENCE AND AGGREGATE.
- (c) WORKERS' COMPENSATION INSURANCE AS REQUIRED BY THE STATE OF CALIFORNIA.

21. INSURANCE: ENDORSEMENTS. CONTRACTOR AND COUNTY AGREE TO THE FOLLOWING WITH RESPECTS TO INSURANCE PROVIDED BY CONSULTANT:

- (a) CONTRACTOR AGREES TO OBTAIN ENDORSEMENTS FOR THIRD PARTY GENERAL LIABILITY COVERAGE REQUIRED HERE TO INCLUDE AS ADDITIONAL INSURED COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS. CONSULTANT ALSO AGREES TO REQUIRE THIS SAME PROVISION OF ALL SUBCONTRACTORS, JOINT VENTURES OR OTHER PARTIES ENGAGED BY OR ON BEHALF OF CONTRACTOR IN RELATION TO THIS PURCHASE ORDER.
- (b) CONTRACTOR AGREES TO REQUIRE INSURERS TO PROVIDE NOTICE TO COUNTY THIRTY (30) DAYS PRIOR TO CANCELLATION OF SUCH LIABILITY COVERAGE OR ANY OF ANY MATERIAL ALTERATION OR NON-RENEWAL OF ANY SUCH COVERAGE, OTHER THAN FOR NON-PAYMENT OF PREMIUM. CONTRACTOR SHALL ASSURE THAT THIS PROVISION ALSO APPLIES TO ANY SUBCONTRACTORS, JOINT VENTURERS OR ANY OTHER PARTY ENGAGED BY OR ON BEHALF OF CONTRACTOR IN RELATION TO THIS PURCHASE ORDER. CERTIFICATE(S) ARE TO REFLECT THAT THE ISSUER WILL PROVIDE THIRTY (30) DAYS' NOTICE TO COUNTY OF ANY CANCELLATION OF COVERAGE.
- (c) IT IS ACKNOWLEDGED BY THE PARTIES OF THIS AGREEMENT THAT ALL INSURANCE COVERAGE REQUIRED TO BE PROVIDED BY CONTRACTOR OR ANY SUBCONTRACTOR, IS INTENDED TO APPLY ON A PRIMARY NON-CONTRIBUTING BASIS IN RELATION TO ANY OTHER INSURANCE OR SELF-INSURANCE AVAILABLE TO COUNTY.

- (d) THE CONTRACTOR INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY; SHALL INCLUDE A CROSS-LIABILITY CLAUSE PERMITTING SUITS BETWEEN INSUREDS; AND SHALL PROVIDE THAT AN ACT OR OMISSION OF ONE OF THE INSUREDS SHALL NOT REDUCE OR AVOID COVERAGE TO THE OTHER INSUREDS.
  - (e) NO LIABILITY INSURANCE COVERAGE PROVIDED TO COMPLY WITH PURCHASE ORDER SHALL PROHIBIT CONTRACTOR, OR CONTRACTOR'S EMPLOYEES, OR AGENTS, FROM WAIVING THE RIGHT OF SUBROGATION PRIOR TO LOSS. CONTRACTOR WAIVES ITS RIGHT TO SUBROGATION AGAINST THE COUNTY.
22. TERM, DELIVERY DATE, COUNTY INSPECTION AND PROCEDURE FOR PAYMENT: UPON FULL EXECUTION OF THE PURCHASE ORDER, A TERM OF 210 CALENDAR DAYS IS CREATED, DURING WHICH THE PAINT STRIPER TRUCK IS TO BE MANUFACTURED AND DELIVERED BY THE CONTRACTOR TO THE PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS, LOCATED AT 1834 EAST MAIN STREET, QUINCY, CA 95971. UPON RECEIPT OF THE NEW, MANUFACTURED PAINT STRIPER TRUCK, DURING NORMAL WORKING HOURS, THE DEPARTMENT OF PUBLIC WORKS WILL BE AFFORDED FOURTEEN (14) CALENDAR DAYS TO CONDUCT AN INSPECTION OF THE NEW VEHICLE TO DETERMINE THAT THE PAINT STRIPER TRUCK IS IN COMPLIANCE WITH THE SPECIFICATIONS SET FORTH IN THE PROVISIONS OF THE PURCHASE ORDER. THE DEPARTMENT MUST RECEIVE ALL WARRANTY DOCUMENTS AND OPERATIONS MANUALS BEFORE THE 14 DAY INSPECTION WINDOW WILL BE COMMENCED. FOLLOWING DETERMINATION BY THE DEPARTMENT THAT THE PAINT STRIPER TRUCK IS IN COMPLIANCE WITH THE SPECIFICATIONS SET FORTH IN THE PROVISIONS OF THE PURCHASE ORDER, THE DEPARTMENT WILL PROCESS PAYMENT TO THE CONTRACTOR FOR THE FULL AMOUNT OF THE PURCHASE ORDER.
23. ENTIRE AGREEMENT. THIS PURCHASE ORDER, INCLUDING ITS ATTACHMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO ANY MATTER REFERENCED HEREIN AND SUPERSEDES ANY AND ALL OTHER PRIOR WRITINGS AND ORAL NEGOTIATIONS. THIS PURCHASE ORDER MAY BE MODIFIED ONLY IN WRITING, AND SIGNED BY THE PARTIES IN INTEREST AT THE TIME OF SUCH MODIFICATION. THE TERMS OF THIS PURCHASE ORDER SHALL PREVAIL OVER ANY INCONSISTENT PROVISION IN ANY OTHER CONTRACT DOCUMENT APPURTENANT HERETO, INCLUDING EXHIBITS TO THIS PURCHASE ORDER.

==== END OF TERMS AND CONDITIONS =====



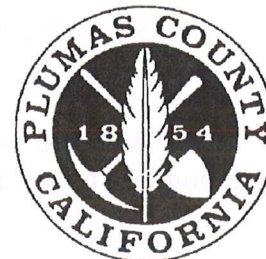
2M

## **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:** May 26, 2020

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
JUNE 2, 2020

**RE: APPROVE RESOLUTION ADOPTING THE JOB  
CLASSIFICATION PLAN**

---

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

Approve Resolution to approve the job classification wage ranges due to Clerk Recorder – Elections Department's updated job classifications and base wage adjustments.

### **BACKGROUND AND DISCUSSIONS**

The job classification plan has been updated to reflect the new base wages for Clerk Recorder – Election Departments updated job descriptions approved by Plumas County Board of Supervisors on May 19, 2020.

Thank you for your consideration in this matter.

### **Attachments:**

Exhibit A: New Job Classification Plan & Pay Schedule

Exhibit B: CalPERS Circular Letter No.: 200-050-12 including CCR 570.5

RESOLUTION NO. 2020-\_\_\_\_\_

**RESOLUTION TO ADOPT PLUMAS COUNTY JOB CLASSIFICATION PLAN**

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

**WHEREAS**, during the Fiscal Year 2019/2020 needs may arise to amend the Job Classification Plan; and

**WHEREAS**, this is necessary in the daily operational needs of the Plumas County and according to CCR 570.5; and

**WHEREAS**, this request is due to the recent approved updated base wages and job descriptions for Clerk Recorder – Elections Department; and

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

Approve the Job Classification Plan including the updated Pay Schedules for Plumas County.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of June 2020 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

## Exhibit A

## Job Descriptions

## County of Plumas Salary Schedule for Fiscal Year 2019-2020

Effective as of 05/19/2020 per Board of Supervisors Resolution No. 2020-8481

Revised and adopted by the Board as of 06/02/2020 per Resolution No. 2020-\_\_\_\_\_

A | B | C | D | E | F | G | H | I | J | L | M | N | O | P | Q | R | S | T | U | V | W |

Classifications	Range	Unit	Monthly Salary
<a href="#">4-H Representative (PDF)</a>	1714	GEN	\$2,970-\$3,614
<a href="#">(Return to top)</a>			

## A

Classifications	Range	Unit	Monthly Salary
<a href="#">Accountant (PDF)</a>	1929	CONF	\$3,343-\$4,068
<a href="#">Accountant (PDF)</a>	1803	GEN	\$3,125-\$3,802
<a href="#">Accountant Auditor I (PDF)</a>	2181	CONF	\$3,780-\$4,596
<a href="#">Accountant Auditor II (PDF)</a>	2403	CONF	\$4,165-\$5,064
<a href="#">Accounting Technician (PDF)</a>	1722	GEN	\$2,984-\$3,631
<a href="#">Administrative Assistant I (PDF)</a>	1382	GEN	\$2,495-\$2,917
<a href="#">Administrative Assistant I-Probation (PDF)</a>	1360	PROB	\$2,357-\$2,866
<a href="#">Administrative Assistant II (PDF)</a>	1524	GEN	\$2,641-\$3,217
<a href="#">Administrative Assistant II-Probation (PDF)</a>	1499	PROB	\$2,598-\$3,159
<a href="#">Agricultural and Standards Inspector I (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Agricultural and Standards Inspector II (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Agricultural and Standards Inspector III (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Agricultural and Standards Technician (PDF)</a>	1561	GEN	\$2,705-\$3,293
<a href="#">Agricultural Commissioner - Sealer of Weights and Measures (PDF)</a>	FLAT	DEPT H	\$6,200-\$7,300
<a href="#">Alcohol and Drug Administrator (PDF)</a>	FLAT	DEPT H	\$6,250-\$7,500
<a href="#">Alcohol and Drug Prevention Coordinator (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Alcohol and Drug Program Chief (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Alcohol and Drug Programs Clinician - Supervisor (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Alcohol and Drug Therapist I *</a>	2208	GEN	\$3,827-\$4,654
<a href="#">Alcohol and Drug Therapist II *</a>	2434	GEN	\$4,218-\$5,130
<a href="#">Alternative Sentencing Coordinator (PDF)</a>	1900	GEN	\$3,293-\$4,004
<a href="#">Alternative Sentencing Manager (PDF)</a>	2552	MID MG	\$4,423-\$5,378
<a href="#">Animal Control Officer I (PDF)</a>	1417	GEN	\$2,456-\$2,990
<a href="#">Animal Control Officer II (PDF)</a>	1561	GEN	\$2,705-\$3,293

<a href="#">Animal Control Supervisor (PDF)</a>	1772	MID MG	\$3,071-\$3,737
<a href="#">Animal Shelter Attendant (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Appraiser Assistant (PDF)</a>	1722	GEN	\$2,984-\$3,631
<a href="#">Appraiser I (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Appraiser II (PDF)</a>	2003	GEN	\$3,471-\$4,225
<a href="#">Appraiser III (PDF)</a>	2208	GEN	\$3,827-\$4,654
Assessor	FLAT	ELECT	\$6,232
<a href="#">Assessor's Officer Manager (PDF)</a>	2102	MID MG	\$3,643-\$4,432
<a href="#">Assistant Auditor - Controller (PDF)</a>	2780	CONF	\$4,818-\$5,860
<a href="#">Assistant Building Official (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Assistant Civil Engineer (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Assistant Cook (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Assistant County Assessor (PDF)</a>	2683	MID MG	\$4,650-\$5,655
<a href="#">Assistant County Clerk - Recorder (PDF)</a>	2650	MID MG	\$4,593-\$5,584
<a href="#">Assistant County Counsel (PDF)</a>	FLAT	CONTRACT	\$7,574
<a href="#">Assistant Director of Child Support Services (PDF)</a>	2318	MID MG	\$4,017-\$4,886
<a href="#">Assistant Director of Emergency Services (PDF)</a>	2273	SMU	\$3,939-\$4,792
<a href="#">Assistant Director of Public Health (PDF)</a>	3775	MID MG	\$6,543-\$7,957
<a href="#">Assistant Director of Public Works (PDF)</a>	3105	MID MG	\$5,382-\$6,546
<a href="#">Assistant District Attorney (PDF)</a>	4450	MID MG	\$7,713-\$9,379
<a href="#">Assistant Museum Director (PDF)</a>	1600	GEN	\$2,773-\$3,373
<a href="#">Assistant Planner (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Assistant Planning Director (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Assistant Program Manager (PDF)</a>	1487	SDU	\$2,577-\$3,139
<a href="#">Assistant Risk Manager/Occupational Safety &amp; Health Specialist (PDF)</a>	2601	CONF	\$4,508-\$5,482
<a href="#">Assistant Treasurer - Tax Collector (PDF)</a>	2683	MID MG	\$4,650-\$5,655
<a href="#">Associate Engineer (PDF)</a>	2555	GEN	\$4,428-\$5,385
<a href="#">Associate Engineer / Assistant Transportation Planner (PDF)</a>	2555	GEN	\$4,428-\$5,385
<a href="#">Associate Planner (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Auditor Accounting Technician (PDF)</a>	1316	GEN	\$2,281-\$2,776
<a href="#">Auditor Accounting Clerk I (PDF)</a>	1423	GEN	\$2,466-\$3,002
<a href="#">Auditor Accounting Clerk II (PDF)</a>	1571	GEN	\$2,723-\$3,312
<a href="#">Auditor - Appraiser I (PDF)</a>	1722	GEN	\$2,984-\$3,631
<a href="#">Auditor - Appraiser II (PDF)</a>	1862	GEN	\$3,227-\$3,926
<a href="#">Auditor - Appraiser III (PDF)</a>	2053	GEN	\$3,558-\$4,328
Auditor - Controller	FLAT	ELECT	\$6,434

\* For job description, please contact the [Human Resources Department](#).

[\(Return to top\)](#)

## B

Classifications	Range	Unit	Monthly Salary
<a href="#">Behavioral Health Administrative Assistant I/II (PDF)</a>	1382/1524	GEN	\$2,395-\$2,917 \$2,641-\$3,217
<a href="#">Behavioral Health Administrative Services Officer (PDF)</a>	3329	MID-MG	\$5,770-\$7,016
<a href="#">Behavioral Health Alcohol &amp; Other Drugs Program Administrator (PDF)</a>	3641	MID-MG	\$6,311-\$7,675

[Select Language](#) | ▼

<a href="#">Behavioral Health Case Management Specialist I (PDF)</a>	2029	GEN	\$3,516-\$4,277
<a href="#">Behavioral Health Case Management Specialist II (PDF)</a>	2237	GEN	\$3,877-\$4,716
<a href="#">Behavioral Health Case Management Specialist-Senior (PDF)</a>	2445	GEN	\$4,238-\$5,154
<a href="#">Behavioral Health Clinical Records Specialist (PDF)</a>	1769	GEN	\$3,066-\$3,730
<a href="#">Behavioral Health Continuing Care Coordinator (PDF)</a>	3329	MID-MG	\$5,770-\$7,016
<a href="#">Behavioral Health Director (PDF)</a>	FLAT	DEPT H	\$8,833-\$11,250
<a href="#">Behavioral Health Deputy Director (PDF)</a>	FLAT	CONTRACT	\$7,800
<a href="#">Behavioral Health Quality Assurance Coordinator (PDF)</a>	2705	GEN	\$4,688-\$5,704
<a href="#">Behavioral Health Quality Improvement/Compliance Manager (PDF)</a>	3641	MID-MG	\$6,311-\$7,675
<a href="#">Behavioral Health Site Coordinator (PDF)</a>	1878	GEN	\$3,255-\$3,958
<a href="#">Behavioral Health Supervisor Site Coordinator (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Behavioral Health Support Services Coordinator (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Behavioral Health Support Services Tech I/II (PDF)</a>	1487/1592	GEN	\$2,577-\$3,139 \$2,759-\$3,357
<a href="#">Behavioral Health Systems Analyst (PDF)</a>	2601	GEN	\$4,508-\$5,484
<a href="#">Behavioral Health Therapist I (PDF)</a>	2530	GEN	\$4,385-\$5,333
<a href="#">Behavioral Health Therapist II (PDF)</a>	2788	GEN	\$4,832-\$5,877
<a href="#">Behavioral Health Therapist-Senior (PDF)</a>	3079	GEN	\$5,336-\$6,489
<a href="#">Behavioral Health Unit Supervisor (PDF)</a>	3329	MID-MG	\$5,770-\$7,016
<a href="#">Behavioral Health Unit Supervisor-Nursing (PDF)</a>	3329	MID-MG	\$5,770-\$7,016
<a href="#">Benefit Assistance Counselor I (PDF)</a>	1381	GEN	\$2,393-\$2,915
<a href="#">Benefit Assistance Counselor II (PDF)</a>	1523	GEN	\$2,639-\$3,211
<a href="#">Benefit Assistance Counselor III (PDF)</a>	1679	GEN	\$2,910-\$3,541
<a href="#">Benefit Assistance Supervisor (PDF)</a>	1907	GEN	\$3,305-\$4,023
Board of Supervisors (CPI 2019)	FLAT	ELECT	\$4,351
Board of Supervisors without PERS (CPI 2019)	FLAT	ELECT	\$4,654
Board of Supervisors (CPI 2018)	FLAT	ELECT	\$4,210
Board of Supervisors (CPI 2014)	FLAT	ELECT	\$3,827
<a href="#">Branch Library Assistant I (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Branch Library Assistant II (PDF)</a>	1433	GEN	\$2,483-\$3,024
Building Director	FLAT	DEPT H	\$7,500
<a href="#">Building and Grounds Maintenance Supervisor I (PDF)</a>	1721	MID MG	\$2,983-\$3,629
<a href="#">Building and Grounds Maintenance Supervisor II (PDF)</a>	1863	MID MG	\$3,229-\$3,927
<a href="#">Building and Grounds Maintenance Technician (PDF)</a>	1772	GEN	\$3,071-\$3,737
<a href="#">Building and Grounds Maintenance Worker I (PDF)</a>	1348	GEN	\$2,336-\$2,844
<a href="#">Building and Grounds Maintenance Worker II (PDF)</a>	1487	GEN	\$2,577-\$3,139
<a href="#">Building and Grounds Maintenance Worker III (PDF)</a>	1639	GEN	\$2,840-\$3,456
<a href="#">Building Inspector I (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Building Inspector II (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Building Plancheck Inspector (PDF)</a>	2433	GEN	\$4,217-\$5,128
<a href="#">Building Official (PDF)</a>	3260	MID MG	\$5,650-\$6,870
<a href="#">Building Plans Examiner I (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Building Plans Examiner II (PDF)</a>	2555	GEN	\$4,428-\$5,385
<a href="#">(Return to top)</a>			

**C**

Classifications	Range	Unit	Monthly Salary
<a href="#">Cadastral Drafting Specialist (PDF)</a>	2208	GEN	\$3,827-\$4,654

[Select Language ▼](#)



<a href="#">Chief Appraiser (PDF)</a>	2555	MID MG	\$4,428-\$5,385
<a href="#">Chief Code Enforcement Officer (PDF)</a>	2845	MID MG	\$4,931-\$5,997
<a href="#">Chief Deputy Auditor</a>	2651	CONF	\$4,595-\$5,588
<a href="#">Chief Deputy Public Guardian - Conservator (PDF)</a>	2445	MID MG	\$4,238-\$5,154
<a href="#">Chief Probation Officer (PDF)</a>	FLAT	DEPT H	\$7,352-\$8,744
<a href="#">Child Support Accounting Specialist (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Child Support Assistant (PDF)</a>	1316	GEN	\$2,281-\$2,776
<a href="#">Child Support Specialist I (PDF)</a>	1382	GEN	\$2,395-\$2,917
<a href="#">Child Support Specialist II (PDF)</a>	1524	GEN	\$2,641-\$3,217
<a href="#">Child Support Specialist III (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Clerk of the Board (PDF)</a>	FLAT	CONTR	\$4,583
<a href="#">Code Enforcement Officer (PDF)</a>	2456	GEN	\$4,257-\$5,177
<a href="#">Collections Officer I (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Collections Officer II (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Communications Supervisor (PDF)</a>	2189	SMU	\$3,794-\$4,614
<a href="#">Community Care Case Manager (PDF)</a>	1764	MID MG	\$3,057-\$3,721
<a href="#">Community Care House Attendant I (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Community Care House Attendant II (PDF)</a>	1365	GEN	\$2,366-\$2,880
<a href="#">Community Care House Manager (PDF)</a>	1682	MID MG	\$2,915-\$3,548
<a href="#">Community Outreach Coordinator (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Continuing Care Coordinator (PDF)</a>	2816	MID MG	\$4,881-\$5,936
<a href="#">Correctional Sergeant (PDF)</a>	2175	SDU	\$3,770-\$4,584
<a href="#">Correctional Officer I (PDF)</a>	1780	SDU	\$3,085-\$3,754
<a href="#">Correctional Officer II (PDF)</a>	1961	SDU	\$3,399-\$4,135
<a href="#">County Administrator (PDF)</a>	FLAT	DEPT H	\$7,500-\$10,000
<a href="#">County Clerk - Recorder **</a>	FLAT	ELECT	\$6,232
<a href="#">County Counsel (PDF)</a>	FLAT	DEPT H	\$10,000-\$14,000
<a href="#">County Fair Office Supervisor (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">County Fair Manager (PDF)</a>	FLAT	DEPT H	\$5,443
<a href="#">County Fair Promotion Coordinator (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">County Librarian (PDF)</a>	FLAT	DEPT H	\$5,409
<a href="#">Crime Analyst (PDF)</a>	1674	SDU	\$2,901-\$3,529
<a href="#">Custodian (PDF)</a>	1300	GEN	\$2,253-\$2,742

\*\* Salary is without stipend.

[\(Return to top\)](#)

## D

Classifications	Range	Unit	Monthly Salary
<a href="#">Department Fiscal Officer I (PDF)</a>	2102	MID MG	\$3,643-\$4,432
<a href="#">Department Fiscal Officer I-Probation (PDF)</a>	2071	PROB MID-MG	\$3,589-\$4,366
<a href="#">Department Fiscal Officer II (PDF)</a>	2318	MID MG	\$4,017-\$4,886
<a href="#">Department Fiscal Officer II-Probation (PDF)</a>	2282	PROB MID-MG	\$3,955-\$4,811
<a href="#">Deputy Child Support Attorney I (PDF)</a>	2616	GEN	\$4,534-\$5,515
<a href="#">Deputy Child Support Attorney II (PDF)</a>	2887	GEN	\$5,004-\$6,087
<a href="#">Deputy Clerk - Recorder I (PDF)</a>	1500	GEN	\$2,600-\$3,165
<a href="#">Deputy Clerk - Recorder II (PDF)</a>	1650	GEN	\$2,860-\$3,482
<a href="#">Deputy County Counsel I (PDF)</a>	3197	CONF	\$5,541-\$6,737

[Select Language](#) ▼

<a href="#">Deputy County Counsel II (PDF)</a>	3359	CONF	\$5,822-\$7,078
<a href="#">Deputy County Counsel III (PDF)</a>	3889	CONF	\$6,740-\$8,198
<a href="#">Deputy Director of Public Works (PDF)</a>	2816	MID MG	\$4,881-\$5,936
<a href="#">Deputy Director / Social Services Program Manager (PDF)</a>	3402	MID MG	\$5,896-\$7,170
<a href="#">Deputy District Attorney I (PDF)</a>	3161	GEN	\$5,479-\$6,664
<a href="#">Deputy District Attorney II (PDF)</a>	3319	GEN	\$5,752-\$6,995
<a href="#">Deputy District Attorney III (PDF)</a>	3843	GEN	\$6,661-\$8,099
<a href="#">Deputy Probation Officer I (PDF)</a>	1780	PROB	\$3,085-\$3,754
<a href="#">Deputy Probation Officer II (PDF)</a>	1926	PROB	\$3,338-\$4,062
<a href="#">Deputy Probation Officer III (PDF)</a>	2123	PROB	\$3,679-\$4,477
<a href="#">Deputy Public Guardian - Conservator I (PDF)</a>	1316	GEN	\$2,281-\$2,776
<a href="#">Deputy Public Guardian - Conservator II (PDF)</a>	1450	GEN	\$2,513-\$3,057
<a href="#">Deputy Sheriff I (PDF)</a>	2018	SDU	\$3,497-\$4,253
<a href="#">Deputy Sheriff II (PDF)</a>	2223	SDU	\$3,853-\$4,686
Deputy Sheriff II (Intermediate)	2290	SDU	\$3,969-\$4,829
Deputy Sheriff II (Advanced)	2340	SDU	\$4,056-\$4,931
<a href="#">Deputy Sheriff II/Communications Equipment Coordinator (PDF)</a>	2757	SDU	\$4,778-\$5,810
<a href="#">Detention Coordinator (PDF)</a>	1881	PROB	\$3,260-\$3,965
<a href="#">Director of Building Services (PDF)</a>	FLAT	DEPT H	\$7,501
<a href="#">Director of Child Support Services (PDF)</a>	FLAT	DEPT H	\$5,976
<a href="#">Director of Facility Services (PDF)</a>	FLAT	DEPT H	\$6,832
<a href="#">Director of Information Technology (PDF)</a>	2923	DEPT H	\$5,066-\$6,163
<a href="#">Director of Nursing-Public Health (PDF)</a>	3954	MID MG	\$6,853-\$8,332
<a href="#">Director of Public Health (PDF)</a>	FLAT	DEPT H	\$8,904
<a href="#">Director of Public Works ** (PDF)</a>	FLAT	DEPT H	\$9,041
<a href="#">Director of Senior Services (PDF)</a>	2155	MID MG	\$3,735-\$4,543
District Attorney	FLAT	ELECT	\$8,394
<a href="#">District Attorney Administrator - Assistant Public Administrator (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">District Attorney Investigator (PDF)</a>	2264	GEN	\$3,924-\$4,773
<a href="#">District Attorney Investigative Assistant (PDF)</a>	1958	GEN	\$3,393-\$4,127
<a href="#">District Attorney Investigations Specialist (PDF)</a>	2444	GEN	\$4,236-\$5,153
<a href="#">Division Director of Environmental Health (PDF)</a>	3423	MID MG	\$5,933-\$7,215
<a href="#">Division Director Veterans Services Officer (PDF)</a>	2318	MID MG	\$4,017-\$4,886
<a href="#">Drinking Driver Program Coordinator (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Driver I (PDF)</a>	1348	GEN	\$2,336-\$2,844
<a href="#">Driver II (PDF)</a>	1417	GEN	\$2,456-\$2,990
<a href="#">Driver III (PDF)</a>	1487	GEN	\$2,577-\$3,139

\*\* Salary is without stipend.

[\(Return to top\)](#)

## E

Classifications	Range	Unit	Monthly Salary
<a href="#">Elections Coordinator (PDF)</a>	2396	GEN	\$4,153-\$5,054
<a href="#">Elections Services Assistant I (PDF)</a>	1500	GEN	\$2,600-\$3,165
<a href="#">Elections Services Assistant II (PDF)</a>	1650	GEN	\$2,860-\$3,482
<a href="#">Elections Specialist (PDF)</a>	1600	GEN	\$2,773-\$3,373

[Select Language](#) ▼

<a href="#">Eligibility Specialist I (PDF)</a>	1467	GEN	\$2,542-\$3,094
<a href="#">Eligibility Specialist II (PDF)</a>	1613	GEN	\$2,795-\$3,400
<a href="#">Eligibility Specialist III (PDF)</a>	1799	GEN	\$3,118-\$3,794
<a href="#">Eligibility Supervisor (PDF)</a>	2102	MID MG	\$3,643-\$4,432
Emergency Management and Environmental Health Director	3200	DEPT H	\$5,546-\$8,612
Emergency Services Director ***	2498	DEPT H	Part Time
<a href="#">Employment and Training Supervisor (PDF)</a>	2611	MID MG	\$4,525-\$5,505
<a href="#">Employment and Training Worker I (PDF)</a>	1758	GEN	\$3,047-\$3,705
<a href="#">Employment and Training Worker II (PDF)</a>	1937	GEN	\$3,357-\$4,083
<a href="#">Employment and Training Worker III (PDF)</a>	2135	GEN	\$3,700-\$4,501
<a href="#">Engineering Aide (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Engineering Technician I (PDF)</a>	1765	GEN	\$3,059-\$3,723
<a href="#">Engineering Technician II (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Environmental Health Aide (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Environmental Health Director (PDF)</a>	3269	Dept H	\$5,666-\$8,800
<a href="#">Environmental Health Specialist I (PDF)</a>	2361	GEN	\$4,092-\$4,978
<a href="#">Environmental Health Specialist II (PDF)</a>	2605	GEN	\$4,515-\$5,491
<a href="#">Environmental Health Specialist III (PDF)</a>	2866	GEN	\$4,967-\$6,042
<a href="#">Environmental Health Technician I (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Environmental Health Technician II (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Equipment Maintenance Supervisor (PDF)</a>	2318	MID MG	\$4,017-\$4,886
<a href="#">Equipment Service Worker (PDF)</a>	1450	C and T	\$2,513-\$3,058
<a href="#">Executive Assistant (PDF)</a>	1774	CONF	\$3,074-\$3,740
<a href="#">Executive Assistant - Planning (PDF)</a>	1600	GEN	\$2,773-\$3,373

\*\*\* Position is part time.

(Return to top)

## F

Classifications	Range	Unit	Monthly Salary
<a href="#">Fair Fiscal Coordinator I (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Fair Fiscal Coordinator II (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Family Violence Officer (PDF)</a>	1817	GEN	\$3,149-\$3,832
<a href="#">Field Services Assistant (PDF)</a>	1524	GEN	\$2,641-\$3,217
<a href="#">Fiscal Support Coordinator (PDF)</a>	1841	MID MG	\$3,191-\$3,882
Fiscal Support Coordinator	1817	CONF	\$3,149-\$3,832
<a href="#">Fiscal and Technical Services Assistant I (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Fiscal and Technical Services Assistant II (PDF)</a>	1381	GEN	\$2,393-\$2,915
<a href="#">Fiscal and Technical Services Assistant III (PDF)</a>	1523	GEN	\$2,639-\$3,211

(Return to top)

## G

Classifications	Range	Unit	Monthly Salary
<a href="#">Geographic Information System Planner I (PDF)</a>	2155	GEN	\$3,735-\$4,543
<a href="#">Geographic Information System Planner II (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Geographic Information System Coordinator (PDF)</a>	2683	MID MG	\$4,650-\$5,655
<a href="#">Grant Compliance Assistant (PDF)</a>	1450	GEN	\$2,513-\$3,057
<a href="#">Grant Compliance Officer (PDF)</a>	1816	MID MG	\$3,147-\$3,830

Select Language ▼

<a href="#">Green Waste Attendant (PDF)</a>	1348	GEN	\$2,336-\$2,844
<a href="#">(Return to top)</a>			

**H**

Classifications	Range	Unit	Monthly Salary
<a href="#">Hazardous Materials Specialist I (PDF)</a>	2361	GEN	\$4,092-\$4,978
<a href="#">Hazardous Materials Specialist II (PDF)</a>	2605	GEN	\$4,515-\$5,491
<a href="#">Hazardous Materials Specialist III (PDF)</a>	2866	GEN	\$4,967-\$6,042
<a href="#">Head Cook (PDF)</a>	1365	GEN	\$2,366-\$2,880
<a href="#">Health Aide I (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Health Aide II (PDF)</a>	1365	GEN	\$2,366-\$2,880
<a href="#">Health Education Coordinator I (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Health Education Coordinator II (PDF)</a>	2555	MID MG	\$4,428-\$5,385
<a href="#">Health Education Specialist (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">HIV Specialty Clinic Therapist (PDF)</a>	2434	GEN	\$4,218-\$5,130
<a href="#">Human Resources Analyst I (PDF)</a>	2180	CONF	\$3,778-\$4,595
<a href="#">Human Resources Analyst II (PDF)</a>	2403	CONF	\$4,165-\$5,064
<a href="#">Human Resources Director (PDF)</a>	FLAT	DEPT H	\$6,048-\$7,754
<a href="#">Human Resources Payroll Specialist I (PDF)</a>	2103	CONF	\$3,645-\$4,435
<a href="#">Human Resources Payroll Specialist II (PDF)</a>	2319	CONF	\$4,019-\$4,889
<a href="#">Human Resources Technician I (PDF)</a>	1689	CONF	\$2,927-\$3,560
<a href="#">Human Resources Technician II (PDF)</a>	1863	CONF	\$3,229-\$3,926
<a href="#">Human Resources Technician III (PDF)</a>	1976	CONF	\$3,425-\$4,165
<a href="#">(Return to top)</a>			

**I**

Classifications	Range	Unit	Monthly Salary
<a href="#">Information Systems Technician (PDF)</a>	2170	GEN	\$3,761-\$4,574
<a href="#">(Return to top)</a>			

**J**

Classifications	Range	Unit	Monthly Salary
<a href="#">Jail Commander (PDF)</a>	3134	SMU	\$5,432-\$6,605
<a href="#">Junior Engineer (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">(Return to top)</a>			

**L**

Classifications	Range	Unit	Monthly Salary
<a href="#">Law Librarian (PDF)</a>	1449	GEN	\$2,511-\$3,055
<a href="#">Lead Community Care House Attendant (PDF)</a>	1452	GEN	\$2,516-\$3,064
<a href="#">Lead Deputy Clerk - Recorder (PDF)</a>	2061	GEN	\$3,572-\$4,348
<a href="#">Lead Fiscal and Technical Services Assistant (PDF)</a>	1611	CONF	\$2,792-\$3,397
<a href="#">Lead Power Equipment Mechanic (PDF)</a>	2004	C and T	\$3,474-\$4,228
<a href="#">Lead Residential Care Facility Attendant-Sierra House (PDF)</a>	1873	GEN	\$3,246-\$3,950
<a href="#">Legal Secretary - Trainee (PDF)</a>	1689	GEN	\$2,927-\$3,562
<a href="#">Legal Secretary (PDF)</a>	1863	GEN	\$3,229-\$3,927
<a href="#">Legal Secretary - Senior (PDF)</a>	1976	GEN	\$3,425-\$4,165
<a href="#">Legal Services Assistant I (PDF)</a>	1316	GEN	\$2,281-\$2,776

Select Language : ▼

<a href="#">Legal Services Assistant I-Probation (PDF)</a>	1300	PROB	\$2,253-\$2,742
<a href="#">Legal Services Assistant II (PDF)</a>	1450	GEN	\$2,513-\$3,057
<a href="#">Legal Services Assistant II-Probation (PDF)</a>	1433	PROB	\$2,483-\$3,024
<a href="#">Librarian (PDF)</a>	2091	GEN	\$3,624-\$4,409
<a href="#">Library Aide (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Library Literacy Clerk (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Library Literacy Program Assistant I (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Library Literacy Program Assistant II (PDF)</a>	1365	GEN	\$2,366-\$2,880
<a href="#">Library Literacy Program Coordinator (PDF)</a>	1524	MID MG	\$2,641-\$3,217
<a href="#">Library Technician (PDF)</a>	1349	GEN	\$2,338-\$2,846
<a href="#">Licensed Vocational Nurse I-Behavioral Health (PDF)</a>	2009	GEN	\$3,482-\$4,236
<a href="#">Licensed Vocational Nurse II-Behavioral Health (PDF)</a>	2109	GEN	\$3,655-\$4,447
<a href="#">Licensed Vocational Nurse I - Public Health (PDF)</a>	2009	GEN	\$3,482-\$4,236
<a href="#">Licensed Vocational Nurse II-Public Health (PDF)</a>	2109	GEN	\$3,655-\$4,447
<a href="#">(Return to top)</a>			

**M**

Classifications	Range	Unit	Monthly Salary
<a href="#">Management Analyst I</a>	2180	CONF	\$3,778-\$4,595
<a href="#">Management Analyst II</a>	2403	CONF	\$4,165-\$5,064
<a href="#">Management Analyst I (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Management Analyst II (PDF)</a>	2338	GEN	\$4,052-\$4,927
<a href="#">Management Analyst I - Probation (PDF)</a>	2102	PROB	\$3,643-\$4,432
<a href="#">Management Analyst II - Probation (PDF)</a>	2338	PROB	\$4,052-\$4,927
<a href="#">Mechanic/Shop Technician (PDF)</a>	1816	C and T	\$3,148-\$3,831
<a href="#">Mental Health Children's Services Coordinator (PDF)</a>	2889	MID MG	\$5,007-\$6,090
<a href="#">Mental Health Deputy Director (PDF)</a>	3551	MID MG	\$6,155-\$7,484
Mental Health Director	FLAT	DEPT H	\$7,129
<a href="#">Mental Health Program Chief (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Mental Health Services Act Coordinator (PDF)</a>	2889	MID MG	\$5,007-\$6,090
<a href="#">Mentoring Coordinator (PDF)</a>	1300	GEN	\$2,253-\$2,742
Museum Director (PDF)	2159	DEPT H	\$3,742-\$4,548
<a href="#">Museum Registrar (PDF)</a>	1450	GEN	\$2,513-\$3,057
<a href="#">(Return to top)</a>			

**N**

Classifications	Range	Unit	Monthly Salary
<a href="#">Natural Resource Analyst (PDF)</a>	2053	GEN	\$3,558-\$4,328
<a href="#">Nurse Practitioner (PDF)</a>	4624	GEN	\$8,014-\$9,744
<a href="#">(Return to top)</a>			

**O**

Classifications	Range	Unit	Monthly Salary
<a href="#">Office Assistant I (PDF)</a>	1353	GEN	\$2,345-\$2,854
<a href="#">Office Assistant I-Probation (PDF)</a>	1300	PROB	\$2,253-\$2,742
<a href="#">Office Assistant II (PDF)</a>	1420	GEN	\$2,461-\$2,995
<a href="#">Office Assistant II-Probation (PDF)</a>	1365	PROB	\$2,366-\$2,880
<a href="#">Office Assistant III (PDF)</a>	1566	GEN	\$2,714-\$3,303

[Select Language](#) ▼

<a href="#">Office Assistant III-Probation (PDF)</a>	1505	PROB	\$2,608-\$3,177
<a href="#">Office Automation Analyst (PDF)</a>	2207	GEN	\$3,825-\$4,652
<a href="#">Office Automation Specialist (PDF)</a>	1817	GEN	\$3,149-\$3,832
<a href="#">Office Supervisor (PDF)</a>	1873	MID MG	\$3,246-\$3,950
<a href="#">(Return to top)</a>			

**P**

Classifications	Range	Unit	Monthly Salary
<a href="#">Paralegal I (PDF)</a>	1689	CONF	\$2,927-\$3,560
<a href="#">Paralegal I</a>	1600	GEN	\$2,773-\$3,373
<a href="#">Paralegal II (PDF)</a>	1863	CONF	\$3,229-\$3,926
<a href="#">Paralegal II</a>	1764	GEN	\$3,057-\$3,721
<a href="#">Paralegal III</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Paralegal III (PDF)</a>	2055	CONF	\$3,562-\$4,333
<a href="#">Payroll Specialist I (PDF)</a>	2103	CONF	\$3,645-\$4,435
<a href="#">Payroll Specialist II (PDF)</a>	2319	CONF	\$4,019-\$4,889
<a href="#">Perinatal Specialist (PDF)</a>	2434	MID MG	\$4,218-\$5,130
<a href="#">Permit Manager (PDF)</a>	2102	MID MG	\$3,643-\$4,432
<a href="#">Permit Technician (PDF)</a>	1639	GEN	\$2,840-\$3,456
<a href="#">Physician Assistant (PDF)</a>	4624	GEN	\$8,014-\$9,744
<a href="#">Planning Director (PDF)</a>	4327-4543	DEPT H	\$7,500-\$9,576
<a href="#">Planning Technician (PDF)</a>	1772	GEN	\$3,071-\$3,737
<a href="#">Power Equipment Mechanic I (PDF)</a>	1680	C and T	\$2,912-\$3,543
<a href="#">Power Equipment Mechanic II (PDF)</a>	1816	C and T	\$3,148-\$3,831
<a href="#">Prevention Aide (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Principal Staff Services Analyst (PDF)</a>	2494	MID MG	\$4,322-\$5,257
<a href="#">Probation Assistant (PDF)</a>	1499	PROB	\$2,598-\$3,159
<a href="#">Probation Program Coordinator - Administrative Assistant (PDF)</a>	1870	PROB	\$3,241-\$3,945
<a href="#">Probation Report Writer (PDF)</a>	1787	PROB	\$3,097-\$3,768
<a href="#">Program Chief - Nursing (PDF)</a>	2958	MID MG	\$5,127-\$6,236
<a href="#">Program Manager I (PDF)</a>	3079	MID MG	\$5,336-\$6,489
<a href="#">Program Manager II (PDF)</a>	3233	MID MG	\$5,603-\$6,815
<a href="#">Program Training and Compliance Analyst (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Programmer Analyst (PDF)</a>	2208	GEN	\$3,827-\$4,654
<a href="#">Project Manager (PDF)</a>	2683	GEN	\$4,650-\$5,655
<a href="#">Property Tax Technician (PDF)</a>	1316	GEN	\$2,281-\$2,776
<a href="#">Property Tax Specialist I (PDF)</a>	1423	GEN	\$2,466-\$3,002
<a href="#">Property Tax Specialist II (PDF)</a>	1571	GEN	\$2,723-\$3,312
<a href="#">Psychiatric Medical Director (PDF)</a>	FLAT	CONTRACT	
<a href="#">Psychiatric Nurse I - Behavioral Health (PDF)</a>	2601	GEN	\$4,508-\$5,484
<a href="#">Psychiatric Nurse II - Behavioral Health (PDF)</a>	2913	GEN	\$5,049-\$6,139
<a href="#">Psychiatric Technician (PDF)</a>	1816	GEN	\$3,147-\$3,830
<a href="#">Public Health Administrative Services Officer (PDF)</a>	3329	MID MG	\$5,770-\$7,016
<a href="#">Public Health Nurse I (PDF)</a>	2601	GEN	\$4,508-\$5,484
<a href="#">Public Health Nurse II (PDF)</a>	2913	GEN	\$5,049-\$6,139
<a href="#">Public Health Nurse III (PDF)</a>	3225	GEN	\$5,590-\$6,798
<a href="#">Public Health Program Division Chief (PDF)</a>	2815	MID MG	\$4,879-\$5,933
<a href="#">Public Works Fiscal Officer/Administrative Service Manager (PDF)</a>	2668	MID MG	\$4,624-\$5,626

[Select Language](#) ▼

<a href="#">Public Works Maintenance Lead Worker (PDF)</a>	1764	C and T	\$3,058-\$3,721
<a href="#">Public Works Maintenance Supervisor (PDF)</a>	2004	MID MG	\$3,474-\$4,228
<a href="#">Public Works Maintenance Worker I (PDF)</a>	1348	C and T	\$2,337-\$2,844
<a href="#">Public Works Maintenance Worker II (PDF)</a>	1487	C and T	\$2,577-\$3,139
<a href="#">Public Works Maintenance Worker III (PDF)</a>	1639	C and T	\$2,841-\$3,456
<a href="#">Public Works Senior Environmental Planner (PDF)</a>	2555	GEN	\$4,428-\$5,385
<a href="#">(Return to top)</a>			

**Q**

Classifications	Range	Unit	Monthly Salary
<a href="#">Quality Assurance Coordinator (PDF)</a>	2434	GEN	\$4,218-\$5,130
<a href="#">(Return to top)</a>			

**R**

Classifications	Range	Unit	Monthly Salary
<a href="#">Records Management Coordinator (PDF)</a>	1817	MID MG	\$3,149-\$3,832
<a href="#">Records Management Technician I (PDF)</a>	1316	GEN	\$2,281-\$2,776
<a href="#">Records Management Technician II (PDF)</a>	1450	GEN	\$2,513-\$3,057
<a href="#">Recording Secretary (PDF)</a>	1524	GEN	\$2,641-\$3,217
<a href="#">Registered Dental Assistant I - Public Health (PDF)</a>	2009	GEN	\$3,482-\$4,236
<a href="#">Registered Dental Assistant II - Public Health (PDF)</a>	2109	GEN	\$3,655-\$4,447
<a href="#">Registered Nurse I - Behavioral Health (PDF)</a>	2601	GEN	\$4,508-\$5,484
<a href="#">Registered Nurse II - Behavioral Health (PDF)</a>	2913	GEN	\$5,049-\$6,139
<a href="#">Registered Nurse I-Public Health (PDF)</a>	2601	GEN	\$4,508-\$5,484
<a href="#">Registered Nurse II-Public Health (PDF)</a>	2913	GEN	\$5,049-\$6,139
<a href="#">Residential Care Facility Attendant (PDF)</a>	1665	GEN	\$2,886-\$3,511
<a href="#">Risk Manager / Occupational Safety and Health Specialist (PDF)</a>	FLAT	ELECT	\$5,349
<a href="#">(Return to top)</a>			

**S**

Classifications	Range	Unit	Monthly Salary
<a href="#">Secretary (PDF)</a>	1300	GEN	\$2,253-\$2,742
<a href="#">Senior Building Inspector (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Senior Building Plancheck / Inspector (PDF)</a>	2675	GEN	\$4,636-\$5,638
<a href="#">Senior District Attorney Investigator (PDF)</a>	2493	GEN	\$4,321-\$5,255
<a href="#">Senior Engineering Technician (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Senior Environmental Health Specialist (PDF)</a>	2494	GEN	\$4,322-\$5,257
<a href="#">Senior Permit Technician (PDF)</a>	1843	GEN	\$3,194-\$3,886
<a href="#">Senior Planner (PDF)</a>	2555	GEN	\$4,428-\$5,385
<a href="#">Senior Services Office Supervisor (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Senior Social Worker (PDF)</a>	A: 2549 B: 2789	GEN	A: \$4,418-\$5,373 B: \$4,834-\$5,879
<a href="#">Sheriff Administrative Sergeant (PDF)</a>	2914	SMU	\$5,050-\$6,141
<a href="#">Sheriff Deputy/Training/Policy Advisor (PDF)</a>	3210	SMU	\$5,564-\$6,765
<a href="#">Sheriff Dispatcher I (PDF)</a>	1780	SDU	\$3,085-\$3,754
<a href="#">Sheriff Dispatcher II (PDF)</a>	1901	SDU	\$3,295-\$4,009
<a href="#">Sheriff Fiscal Officer I (PDF)</a>	2241	SMU	\$3,884-\$4,725
<a href="#">Sheriff Fiscal Officer II (PDF)</a>	2646	SMU	\$4,586-\$5,856

[Select Language](#) ▼

<a href="#">Sheriff Grant Compliance Officer</a>	1937	SDU	\$3,357-\$4,083
<a href="#">Sheriff Investigator (PDF)</a>	2391	SDU	\$4,144-\$5,040
<a href="#">Sheriff Investigator (Advanced)</a>	2516	SDU	\$4,361-\$5,304
<a href="#">Sheriff Investigator / Cannabis Code Compliance (PDF)</a>	2695	SDU	\$4,671-\$5,681
<a href="#">Sheriff Investigator (Intermediate)</a>	2463	SDU	\$4,269-\$5,193
<a href="#">Sheriff Investigator Sergeant (PDF)</a>	2914	SDU	\$5,050-\$6,141
<a href="#">Sheriff Investigator Sergeant / Code Compliance Supervisor (PDF)</a>	3134	SMU	\$5,432-\$6,605
<a href="#">Sheriff Office Manager (PDF)</a>	1757	SMU	\$3,045-\$3,704
<a href="#">Sheriff Patrol Commander (PDF)</a>	3134	SMU	\$5,432-\$6,605
<a href="#">Sheriff Sergeant (PDF)</a>	2511	SDU	\$4,352-\$5,293
<a href="#">Sheriff Sergeant (Advanced)</a>	2708	SDU	\$4,693-\$5,709
<a href="#">Sheriff Sergeant (Intermediate)</a>	2649	SDU	\$4,591-\$5,586
<a href="#">Sheriff Services Assistant I (PDF)</a>	1607	SDU	\$2,785-\$3,390
<a href="#">Sheriff Services Assistant II (PDF)</a>	1771	SDU	\$3,069-\$3,733
<a href="#">Sheriff - Coroner</a>	FLAT	ELECT	\$7,934
<a href="#">Sheriffs Special Operations Sergeant (PDF)</a>	2914	SMU	\$5,050-\$6,141
<a href="#">Sierra House Residential Care Facility Supervisor (PDF)</a>	2040	MID-MG	\$3,536-\$4,302
<a href="#">Site Manager (PDF)</a>	1433	GEN	\$2,483-\$3,024
<a href="#">Social Service Director-Public Guardian-Public Conservator ** (PDF)</a>	3448	DEPT H	\$5,976-\$8,904
<a href="#">Social Services Aide (PDF)</a>	1571	GEN	\$2,723-\$3,312
<a href="#">Social Services Supervisor I (PDF)</a>	2668	MID MG	\$4,624-\$5,626
<a href="#">Social Services Supervisor II (PDF)</a>	3079	MID MG	\$5,336-\$6,489
<a href="#">Social Worker I (PDF)</a>	2029	GEN	\$3,516-\$4,277
<a href="#">Social Worker II (PDF)</a>	2237	GEN	\$3,877-\$4,716
<a href="#">Social Worker III (PDF)</a>	2445	GEN	\$4,238-\$5,154
<a href="#">Solid Waste Program Manager (PDF)</a>	2318	GEN	\$4,017-\$4,886
<a href="#">Staff Services Analyst I (PDF)</a>	2180	GEN	\$3,778-\$4,596
<a href="#">Staff Services Analyst II (PDF)</a>	2403	GEN	\$4,165-\$5,068
<a href="#">Staff Services Manager (PDF)</a>	2957	MID MG	\$5,125-\$6,234
<a href="#">Staff Services Specialist (PDF)</a>	2103	GEN	\$3,645-\$4,433
<a href="#">Substance Use Disorder Specialist I (PDF)</a>	1948	GEN	\$3,376-\$4,108
<a href="#">Substance Use Disorder Specialist II (PDF)</a>	2149	GEN	\$3,724-\$4,530
<a href="#">Supervising Probation Officer (PDF)</a>	2458	PROB MID-MG	\$4,260-\$5,182
<a href="#">Systems Analyst I (PDF)</a>	2526	CONF	\$4,378-\$5,323
<a href="#">Systems Analyst II (PDF)</a>	2780	CONF	\$4,818-\$5,860

\*\* Salary is without stipend.

[\(Return to top\)](#)

## I

Classifications	Range	Unit	Monthly Salary
<a href="#">Telecommunications Technician (PDF)</a>	2206	GEN	\$3,823-\$4,650
<a href="#">Treasurer Tax Collections Officer I (PDF)</a>	1907	GEN	\$3,305-\$4,023
<a href="#">Treasurer Tax Collections Officer II (PDF)</a>	2102	GEN	\$3,643-\$4,432
<a href="#">Treasurer - Tax Collector **</a>	FLAT	ELECT	\$6,232
<a href="#">Treasurer - Tax Specialist I (PDF)</a>	1423	GEN	\$2,466-\$3,002
<a href="#">Treasurer - Tax Specialist II (PDF)</a>	1571	GEN	\$2,723-\$3,312

Select Language ▼



<a href="#">Treasurer - Tax Technician (PDF)</a>	1514	GEN	\$2,624-\$3,192
--	------	-----	-----------------

\*\* Salary is without stipend.

[\(Return to top\)](#)

## **U**

Classifications	Range	Unit	Monthly Salary
<a href="#">Undersheriff (PDF)</a>	3421	CONTR	\$5,929-\$7,212

[\(Return to top\)](#)

## **V**

Classifications	Range	Unit	Monthly Salary
<a href="#">Veterans Service Representative I (PDF)</a>	1524	GEN	\$2,641-\$3,217
<a href="#">Veterans Service Representative II (PDF)</a>	1680	GEN	\$2,912-\$3,542
<a href="#">Victim Witness Advocate (PDF)</a>	1523	GEN	\$2,639-\$3,211
<a href="#">Victim Witness Coordinator (PDF)</a>	1763	MID MG	\$3,055-\$3,719

[\(Return to top\)](#)

## **W**

Classifications	Range	Unit	Monthly Salary
<a href="#">Welder (PDF)</a>	1763	C and T	\$3,056-\$3,720
<a href="#">Welfare Fraud Investigator I (PDF)</a>	2211	GEN	\$3,832-\$4,662
<a href="#">Welfare Fraud Investigator II (PDF)</a>	2398	GEN	\$4,156-\$5,054

[\(Return to top\)](#)

## **Contact Us**

For additional information or questions regarding job descriptions, please contact the Human Resources Department at (530) 283-6444.

# Exhibit B



California Public Employees' Retirement System  
P.O. Box 942709  
Sacramento, CA 94229-2709  
(888) CalPERS (or 888-225-7377)  
TTY: (877) 249-7442  
www.calpers.ca.gov

Reference No.:  
Circular Letter No.: 200-050-12  
Distribution: IV, V, VI, X, XII, XVI  
Special:

## Circular Letter

October 25, 2012

TO: ALL CALPERS EMPLOYERS

SUBJECT: STATUTORY AND REGULATORY REQUIREMENTS FOR PUBLICLY AVAILABLE PAY SCHEDULES

The purpose of this Circular Letter is to remind CalPERS employers that only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits.

Compensation earnable is defined in statute and further clarified by California Code of Regulations (CCR) Section 570.5. Specifically, this Circular Letter seeks to address the requirements related to publicly available pay schedules.

### **Compensation Earnable & The Requirement For Publicly Available Pay Schedules**

The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 define compensation earnable for State, School, and Public Agency members. In order to meet the definition of compensation earnable, an amount of pay must either constitute payrate or special compensation as defined in the statutes. Section 20636(d) further requires that payrate and special compensation schedules, ordinances, or similar documents be public records available for public scrutiny.

Section 20636(b)(1) (applicable to Public Agency members) and 20636.1(b)(1) (applicable to School members) require pay amounts to be paid pursuant to publicly available pay schedules. For example, section 20636 (b)(1) states:

"Payrate means the normal monthly rate or pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. "Payrate," for a member who is not in a group or class, means the monthly rate of pay or base pay of the members, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e)." (Emphasis added.)

CCR 570.5 was adopted April 13, 2011, with an effective date of August 10, 2011. CCR 570.5 sought to clarify the requirement of publicly available pay schedules.

After CCR 570.5 was adopted, CalPERS sent Circular Letter #200-056-11 dated August 19, 2011, notifying all employers of the requirements of CCR 570.5.

**Importance of Correct Reporting**

Due to the importance of correct payroll reporting in administering the PERL and member benefits, CalPERS is sending this additional Circular Letter to remind all employers of the criteria for reporting compensation earnable.

CCR 570.5 outlines the required elements necessary to meet the definition for a publicly available pay schedule as follows:

- (a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
  - (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
  - (2) Identifies the position title for every employee position;
  - (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
  - (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
  - (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
  - (6) Indicates an effective date and date of any revisions;
  - (7) Is retained by the employer and available for public inspection for not less than five years; and
  - (8) Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one salary schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.

**No Applicable Pay Schedule**

If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, then CalPERS must determine that the pay amount fails to meet the definition of payrate. CCR 570.5 (b)(1)-(4) outlines the process by which

CalPERS may determine a member's payrate when there is no publicly available pay schedule provided.

CCR 570.5 (b) states:

- (b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:
  - (1) Documents approved by the employer's governing body in accordance with requirements of public meeting laws and maintained by the employer;
  - (2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;
  - (3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;
  - (4) Last payrate for the member in a position that was held by the member that is listed on a pay schedule that conforms to the requirements of subdivision (a) of a former CalPERS employer.

It is important that all employers comply with the compensation earnable provisions and corresponding regulations of the PERL. Where employers fail to comply, pay amounts will be determined to not constitute payrate and accordingly CalPERS will be unable to use such pay amounts when calculating members' retirement benefits.

It is therefore critical that employers review their pay schedules to verify that all members' pay amounts are included within a publicly available pay schedule. For assistance or questions related to the development of a publicly available pay schedule, please direct your inquiries to the CalPERS Compensation and Employer Review Unit.

If you have any questions, please contact the CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7377).

KAREN DeFRANK, Chief  
Customer Account Services Division





# Plumas & Sierra Counties

[ucce-plumas-sierra.ucanr.edu](http://ucce-plumas-sierra.ucanr.edu)

University of California  
Agriculture and Natural Resources

UC  
CE



## Annual Report 2019

David Lile, County Director  
530-251-6673 - [dfile@ucanr.edu](mailto:dfile@ucanr.edu)

Tracy Schohr, Livestock and Natural Resources  
916-716-2643 cell - [tk schohr@ucdavis.edu](mailto:tk schohr@ucdavis.edu)

Ryan Tompkins, Forestry and Natural Resources  
530-283-6125 - [retompkins@ucanr.edu](mailto:retompkins@ucanr.edu)

Kari O'Reilly, 4-H Program Representative  
530-283- 6173 - [koreilly@ucanr.edu](mailto:koreilly@ucanr.edu)

Tom Getts, Weed Control and Cropping Systems  
530-251-2650 - [tjgetts@ucanr.edu](mailto:tjgetts@ucanr.edu)

Samantha Brown, Administrative Assistant  
530-283-6270 - [smgbrown@ucanr.edu](mailto:smgbrown@ucanr.edu)



## Director's Report

It is our pleasure to share this report highlighting local impacts of UC Cooperative Extension in Plumas and Sierra counties! While Ryan Tompkins has only been with us a year as the Forestry and Natural Resources Advisor, he is deeply engaged with partners helping our community become more fire resilient, as well as with several projects supporting sustainable forest management. Livestock and Natural Resources Advisor Tracy Schohr's program is high energy and casts a wide net as she has helped local ranchers and land managers with invasive pests, management for long-term land health, regulatory compliance, and more effective conservation easements. Kari O'Reilly provides excellent leadership to our 4-H youth development program that teaches life skills in the context of agriculture, science and technology, youth gardening and much more. Kari also organizes the very popular 4-H Summer Camp for youth in Plumas and Sierra counties, showcased on the annual report cover photo. Tom Getts, provides technical assistance to farmers and land managers and conducts field research in weed control and irrigation efficiency to help local farmers stay productive and viable. And Samantha Brown, our Administrative Assistant, keeps us all moving forward by providing critical support to our staff and volunteers. Feel free to give us a call or come by and see us any time!

- David Lile, County Director



## Master Gardener Program



The Plumas/Sierra group of Master Gardeners is an enthusiastic cadre of volunteers, trained by UCCE, who advise and provide technical support to backyard gardeners throughout both counties!





Weed Ecology and Cropping Systems Advisor, Tom Getts, has been working with agricultural producers since 2015. His program focuses on providing insight to agronomic challenges and solving invasive weed problems throughout the intermountain region.



## Outreach

Updates on research and activities are distributed in newsletters and online.



UC works to organize and contribute to educational workshops to address issues relevant to Sierra and Plumas counties.

## Research



Weed control trials to demonstrate the effectiveness of newly registered herbicides are conducted regionally to provide non-biased information for managers.



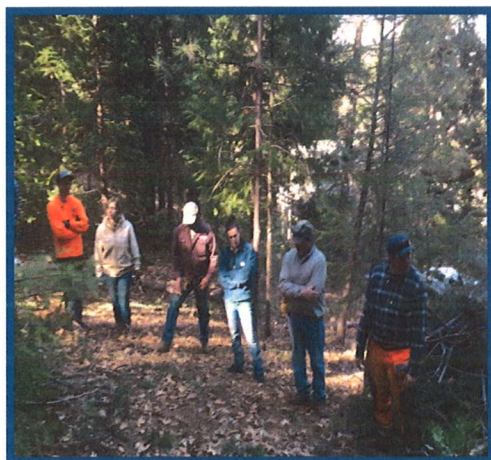
Low elevation sprinkler packages for center pivots are being tested in Sierra Valley for increased irrigation efficiency and reduced pumping cost.



Invasive weeds are problematic for all land owners. Research is being conducted to better control tall whitetop, medusahead, thistles and other rangeland species.



Ryan Tompkins is the Forest and Natural Resources Advisor that joined UC Cooperative Extension in March 2019. His research and extension program focus on sustainable forest management and restoration, building community resilience to wildfire and climate change, and supporting rural natural resource-based community capacity development.

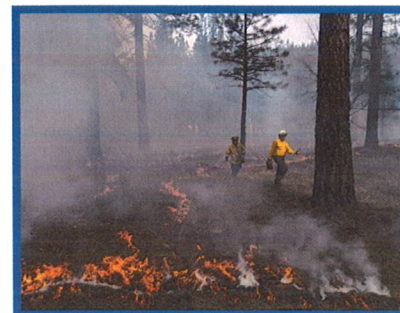
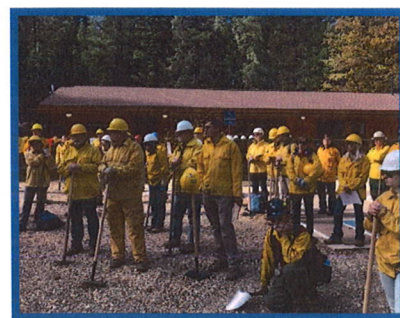


### **Sustainable forest management and restoration:**

- Initiated a local \$100,000 forest management demonstration project with partners.
- Hosted statewide industry tour on wood products and the Plumas Forestry Institute for Teachers.
- Conducting research on reforestation techniques to be resilient to future wildfires on private and public lands.

### **Building community resilience to wildfire and climate change:**

- Collaborated with local partners to host workshop on prescribed fire on private lands.
- Conducted fuel reduction workshop with Plumas Fire Safe Council to educate local landowners about defensible space.
- Provided technical support to local county government and non-profits.
- Assisted with updates to local Community Wildfire Protection Plan and Local Hazard Mitigation Plan.



### **Support rural natural resource-based community capacity:**

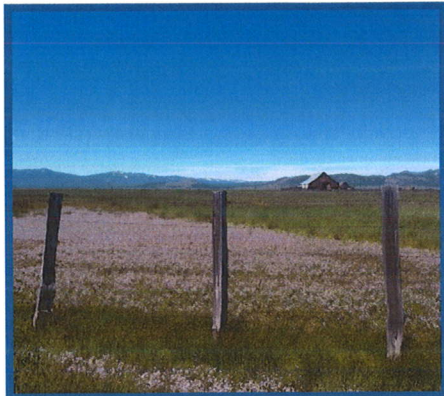
- Provided technical advice to policy makers about forestry, fire management and impacts to rural communities.
- Offers assistance to local residents and landowners on insect and diseases, tree health, fuel reduction, permitting processes and best management practices.



Tracy Schohr is the Livestock and Natural Resources advisor. Schohr is conducting extension, education and applied research focusing on livestock production, economics, and sustainable range and pasture management. She is developing solutions to the complex issues facing commercial livestock producers in the region.



Initiated research project post Walker Fire to analyze meadow response to fire and vegetation productivity. Also, provided post-fire technical assistance to ranchers and local federal agency staff.



Hosted workshop for local government staff, ranchers and community members on conservation easements. Furthermore, investigating the evolution of deeded easement terms in the region.



Supported ranchers in Indian Valley with grasshopper infestation depleting livestock forage. Provided rapid technical resources and pest information to assist impacted ranchers.



Outreach and research on water system destroyed in Camp Fire that is critical for cattle, including the winter ground for Plumas and Sierra county ranchers.



Lead author on peer reviewed research paper on invasive weed management on California's rangelands and natural areas.



Hosted trainings and provided technical assistance to ranchers on regulatory compliance, land management and animal health.



4-H Community Education Specialist, Kari O'Reilly has been working with youth in Plumas and Sierra Counties for five years. Through community club programs, camps and in-school experiences, 4-H continues to extend it's reach and benefit youth with impactful, hands-on, community service focused programming.



### Club Programs

Plumas-Sierra 4-H proudly serves eight Community Club Programs - Loyaltown, Sierra Valley, Portola, Quincy, Indian Valley and Chester.

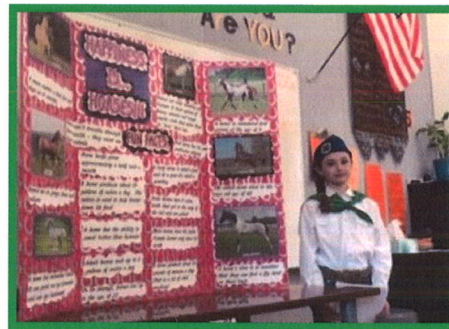


### Camp

Our sleep away 4-H summer camp continues to thrive and grow! We are proud to offer an affordable, nature based camp for local youth ages 9-18! Where teens learn leadership skills as counselors.

### Public Speaking Skills

We are proud to provide 4-H youth with opportunities to develop the public speaking skills they need to thrive in their lives now, and on into their futures!



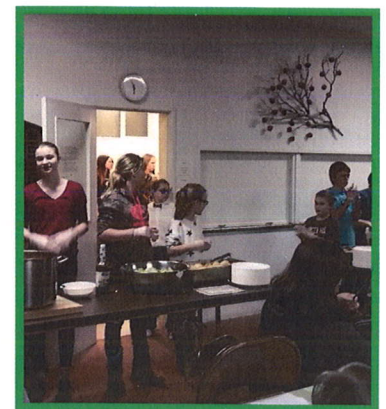
### 4-H and School Gardens

Plumas Sierra 4-H has partnered with Plumas Public Health Department to provide curriculum, training and materials to the district wide school garden program- reaching nearly every elementary youth in the county with garden-based nutrition and academics!



### Animal Projects

We've added two new animal events this year - a 4-H Dog Day and a Horse Education Day!



### Community Service

4-Hers pledge their "hands to larger service" which means they continually participate in community service activities, like these 4-H members serving the Community Supper they prepared in Quincy.



ORDINANCE NO. 20 - \_\_\_\_

3B

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTIONS 3-1.27 OF THE PLUMAS COUNTY CODE RELATING TO  
PUBLICATION OF NOTICE INVITING FORMAL BIDS.**

The Board of Supervisors of the County of Plumas, State of California, ordains as follows:

**SECTION 1.** Section 3-1.27 of the Plumas County Code is hereby amended in its entirety to read as follows:

**Sec. 3-1.27. - Formal bidding procedure.**

- (a) Plans, specifications, and working details for all public projects involving formal bidding procedure shall be adopted by the Board as provided by Public Contract Code section 20124.
- (b) Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly state the project to be done and the place where the plans, specifications, and working details for the project may be examined.
- (c) As provided by Public Contract Code section 20125, notices inviting formal bids shall be published at least twice, not less than five (5) days apart, in a newspaper of general circulation published in Plumas County, with the first publication at least ten (10) days before the opening of the bids. If there is no such newspaper published in Plumas County, the notice shall be given by posting in three (3) public places for at least two weeks.

**SECTION 2. Effective and Operative Dates; Publication; Codification.**

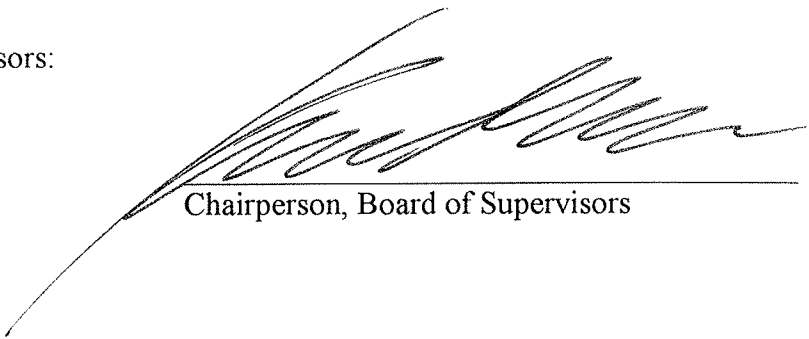
This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one (1) week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncoded.

Introduced at a regular meeting of the Board of Supervisors on the 19th day of May, 2020, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 2nd day of June, 2020, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors