



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Greg Hagwood, 4<sup>th</sup> District  
Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF  
OCTOBER 12, 2021 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](#)

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

### **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** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion
2. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt  
Report and update Dixie Fire Recovery efforts; receive report and discussion

### 3. **CONSENT AGENDA**

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

#### A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign a letter supporting the Sierra Institute, for Post Disaster Recovery Grant application Opportunities through the U.S. Economic Development Association (EDA)  
**View Item**

#### B. **DIASTER RECOVERY OPERATIONS**

Approve and authorize the Chair to sign Lease Agreement between Plumas County and the State of California, Department of General Services; ongoing use of 600 square feet of the 7,000 square foot building located at 1446 East Main Street, Quincy Ca; to allow seamless integration of CalOES staff and County staff and better serve the Plumas County Residents effected by the Dixie Fire; approved as to form by County Counsel; **View Item**

#### C. **FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County Facility Services and Environmental Systems, Inc., to extend agreement due to unexpected delays due to COVID-19 and the Dixie Fire, and ratify, and approve for payment, services provided prior to the amendment, for updated security door and HVAC system controls at the Annex; Amendment does not increase cost; not to exceed \$62,400.00; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County Facility Services and Environmental Systems, Inc. to extend agreement due to unexpected delays due to COVID-19 and the Dixie Fire, and ratify, and approve for payment, services provided prior to the amendment, for updated security door and HVAC system controls at the Courthouse; Amendment does not increase cost; not to exceed \$9,500.00; approved as to form by County Counsel **View Item**
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Sierra Cascade Aggregate, Inc. for snow removal services for Chester Facilities; not to exceed \$15,000.00; approved as to form by County Counsel **View Item**

#### D. **PUBLIC HEALTH**

Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Public Health Institute, to promote awareness, publicize locations where the public can receive information regarding COVID-19; increase, and provide access to vaccines; not to exceed \$251,756.00; approved as to form by County Counsel **View Item**

#### E. **PUBLIC WORKS**

Approve and authorize the Chair to sign Agreement between Plumas County, Public Works Department and RSH, Inc. a California Corporation dba Horton Tire Center; for the costs of tire and wheel repair services; agreement term from April 1, 2021 through April 1, 2024; not to exceed \$27,000.00; approved as to form by County Counsel **View Item**

#### 4. **DEPARTMENTAL MATTERS**

##### A. **BEHAVIORAL HEALTH** – Tony Hobson

- 1) Authorize the Behavioral Health Director to recruit and fill, funded and allocated 2.0 FTE Behavioral Health Case Management Specialist I/II/Senior; vacancies due to resignation, and promotion; discussion and possible action **View Item**
- 2) Authorize the Behavioral Health Director to recruit and fill, funded and allocated 2.0 FTE Site Coordinator positions; vacancies are both due to resignation; discussion and possible action **View Item**

##### B. **PROBATION** - Keevin Allred

- 1) Authorize the Chief Probation Officer to recruit and fill, funded and allocated 1.0 FTE Deputy Probation Officer Position; vacancy due to promotion; discussion and possible action **View Item**
- 2) Update confirm and approve of adjusted Executive Community Corrections Partnership Public Safety Realignment Budget for FY 2021-2022; totaling \$1,025,975.00 with allocations as follows: Probation \$216,484.00; Sheriff \$485,792.00; Alternative Sentencing(DA) \$189,252.00; Behavioral Health \$74,499.00; Literacy \$14,948.00; PCIRC Pathways Program \$45,000.00; discussion and possible action **Roll call vote View Item**

##### C. **PUBLIC WORKS** – John Mannle

Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker position in the Quincy Maintenance District; vacancy due to resignation; discussion and possible action **View Item**

##### D. **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Approve and Authorize the Chair to sign contract between Plumas County and California Health Collaborative for American Recovery Plan (ARPA) grant management assistance; not to exceed \$40,000; approved as to form by County Counsel.

#### 5. **BOARD OF SUPERVISORS**

- A. Possibility of remote options for meetings based on Public Health Officer's recommendations for social distancing during public meetings; discussion and possible action.
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

#### 6. **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – County Counsel (Board Only)
- B. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

- D. 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, October 19, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHARON THRALL, DISTRICT 3  
GREG HAGWOOD, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



October 12, 2021

U.S. Economic Development Administration  
1401 Constitution Avenue, NW  
Suite 71014  
Washington, DC 20230

RE: American Rescue Plan Build Back Better Regional Challenge

Dear Assistant Secretary Castillo:

Plumas County Board of Supervisors sends this letter to offer its strong support for the application by the Sierra Institute for Community and Environment to the Economic Development Administration's American Rescue Plan Act and the Build Back Better Regional Challenge.

We understand the Sierra Institute is leading proposal development involving "Wood Industry Cluster Development" in rural communities in Plumas County and elsewhere focused on wood utilization. We also understand that as a part of the proposal the Institute is seeking support to build out the Crescent Mills Wood Utilization Campus. We strongly support both focus areas.

Plumas County prioritizes mill and other wood manufacturing in the County General Plan. Our economy is based on the wood products industry, along with ranching and tourism. The destructive Dixie Fire and Beckwourth Fire in 2021, the North Complex Fire in 2020, and numerous others make clear that we need more facilities and action to improve management of our forests, particularly the federal forests that make up two-thirds of the county, and reduce the risk of catastrophic wildfire.

Plumas County is pleased to have worked with the Sierra Institute in the installation of a biomass boiler that uses wood chips to heat the county's Health and Human Services Center. Plumas County partnered with the Institute supporting with matching funds to build the first full cross-laminated building in the State of California to house this boiler. It's not only the first of its kind, but it represents an excellent example of the use of cross laminated wood technology and reflects the values of Plumas County. We benefit not only from using forest waste to power the biomass boiler that produces heat and electricity, but by using the less expensive wood chips to power the boiler compared to fossil fuels.

Indian Valley needs the Crescent Mills Woods Utilization Campus to be further developed. The Board of Supervisors is particularly pleased that the Institute has secured funding for a saw mill that they plan to have running at its Crescent Mills site in the next month to process wood burned in the Dixie Fire and produce lumber for rebuilding Greenville and other towns destroyed by recent Dixie fire.

We support the build out of the Crescent Mills Utilization Campus so it can use more small material and waste from forest management as they advance a bioenergy operation. Use of this material is desperately needed in Plumas County. Plumas County has been challenged for years with green waste disposal. We're pleased the campus build out can help address this challenge.

Plumas County is also in need of additional jobs, particularly in light of the loss of the business district in Greenville and elsewhere, and the loss of tourism associated with the pandemic. The county and Indian Valley are rebuilding and this wood utilization campus is exactly the kind of effort needed to offer family-wage work and help keep the town and valley alive.

We strongly urge your support for this proposal and look forward to supporting the Sierra Institute for Community and Environment as they advance this work.

Thank you.

Sincerely,

Jeff Engel, Chair  
Plumas County Board of Supervisors





# Plumas County Disaster Recovery Operations Center

1446 East Main Street, Quincy CA 95971

| Email: [disasterrecovery@countyofplumas.com](mailto:disasterrecovery@countyofplumas.com)

## AGENDA REQUEST AND STAFF REPORT

For the October 12, 2021, meeting of the Plumas County Board of Supervisors

**SUBJECT:** APPROVE LEASE OF 600 SQUARE FEET OF REAL PROPERTY LOCATED AT 1446 EAST MAIN STREET, QUINCY, CA TO THE STATE OF CALIFORNIA

**TO:** Honorable Board of Supervisors, Clerk of the Board, County Counsel

**From:** Dennis Schmidt, DROC Director *DS*

**Date:** 10/4/21

**Strategic Relevance:** N/A

### Background/Introduction:

Since the beginning of the Dixie Fire, CalOES staff have been embedded with and working daily with County staff, first in the EOC during the Response Phase of the Disaster, and now in the County owned building at 1446 East Main Street (the Disaster Recovery Operations Center). Approval of this lease will sanction the ongoing use of 600 square feet of the 7,000 square foot building by CalOES staff, and allow them to bring in certain improvements, including audio-visual equipment for remote meetings and upgrades to the patch panels, allowing better and more secure remote access for both State and County staff. The term of the lease is from August 27<sup>th</sup>, 2021, until January 1, 2022. The County agrees to provide standard janitorial services and utilities. In recognition of the partnership between CalOES and Plumas County, the rental rate is \$1.00 per month.

### Fiscal Analysis:

Approval of this lease will allow seamless integration of CalOES staff alongside County staff resulting in better service to the residents of Plumas County. All direct costs associated with this lease (utilities, janitorial, grounds maintenance, garbage service, etc) will be charged to the DROC budget, and reimbursed by FEMA and CalOES through the Disaster DR 4610 reimbursement process.



**Recommended Actions:**

Approve the lease agreement with the State of California and authorize the Chair to sign.

**Fiscal Impact**

None

**Attachments:**

Lease Agreement

August 26, 2021

Lease File No.: TBD  
Project No.: 2021-SOC-70340

Dear Lessor:

THIS LEASE, made and entered into this 26<sup>th</sup> day of August 2021 by and between the County of Plumas, hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

It is understood and agreed that the State shall lease approximately 600 net usable square feet of office space located in that certain building designated as 1446 East Main Street, Quincy, CA 95971. The above referenced space shall be occupied by the California Office of Emergency Services.

The term of this lease agreement shall commence on August 27, 2021 and shall end January 1, 2022. Lessor agrees to provide standard janitorial and utilities service for the space. The State has the right to terminate this tenancy at any time upon ten (10) days prior written notice.

Monthly rental during said term shall be ~~Zero Dollars (\$0.00)~~ <sup>ONE (\$1.00) DS.</sup> <sub>mo.</sub> Rent payable hereunder for any period less than one month shall be prorated on the actual number of days occupied in said month.

#### **Insurance**

Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government

Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

### **Indemnification**

The State agrees to defend, indemnify and hold harmless the Lessor to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the State's use of said premises during the term of this lease, except to the extent that any such damages suffered by Lessor are the result of Lessor's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Lessor and/or where the State is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities.

Lessor agrees to defend, indemnify and hold harmless the State in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which State may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Lessor, its employees, or any person or persons acting under the direct control and authority of the Lessor or its employees, in connection with the State's occupancy of said premises under and during the term of this lease except to the extent that any such damages or expenses suffered by State are the result of State's or State's subcontractors sole negligence.

### **Federal Provisions**

**REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Lease, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

**CLEAN AIR ACT:** The Lessor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The Lessor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Lessor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT:** The Lessor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Lessor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Lessor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION CLAUSE: This Lease is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Lessor is required to verify that none of the Lessor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Lessor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the State. If it is later determined that the Lessor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED): Lessors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the State.

#### APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Lessor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in

the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Lessor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Lessor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

LESSOR: County of Plumas

By: \_\_\_\_\_  
Jeff Engel, Chair of the Board of  
Supervisors

Date \_\_\_\_\_

**PROCUREMENT OF RECOVERED MATERIALS:** In the performance of this Lease, the Lessor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Lessor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**ACCESS TO RECORDS:** The following access to records requirements apply to this Lease:

- i. The Lessor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Lessor which are directly pertinent to this Lease for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The Lessor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Lessor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the State and the Lessor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS: The Lessor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Lessor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this Lease and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Lessor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Lease.

If you agree with the above terms, please indicate your approval by signing and returning the documents to the Department of General Services, 707 3<sup>rd</sup> Street, 5<sup>th</sup> floor, West Sacramento CA 95605. Retain one copy for your records.

**Remainder of Page Intentionally Left Blank**



**IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below**

STATE OF CALIFORNIA

COUNTY OF PLUMAS

Approval Recommended

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
ASSET MANAGEMENT BRANCH

By \_\_\_\_\_  
MICHAEL ENGEMAN, Real Estate Officer  
Real Estate Leasing and Planning Section

By \_\_\_\_\_  
JEFF ENGEL, Chair of the Board of  
Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved

Attest

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

By \_\_\_\_\_  
HEIDI PUTNAM, Clerk of the Board of  
Supervisors

Date \_\_\_\_\_

By \_\_\_\_\_  
CHRIS BOOK, Assistant Chief  
Real Estate Leasing and Planning Section

Approved as to form:



Date \_\_\_\_\_

Gretchen Stuhr  
Plumas County Counsel

Date 9/10/2021

ME:CB:ek

cc: Ryan Becze, California Office of Emergency Services (Email)  
[Ryan.Becze@CalOES.ca.gov](mailto:Ryan.Becze@CalOES.ca.gov)  
SCO Claim Audits, Lease Unit  
Statewide Property Inventory





Kevin Correira  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: October 12, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign contract amendment between Facility Services and Environmental Systems, Inc.

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### **Recommendation**

Approve and authorize Board Chair to sign contract amendment between Facility Services and Environmental Systems, Inc.

### **Background and Discussion**

Environmental Systems, Inc. (ESI) was contracted in FY20/21 to update the security door controls and HVAC system controls at the Courthouse Annex and tie them into a web-based program as opposed to the current system which is only accessible on one computer. ESI was experiencing delays with other contracts they entered into due to COVID-19 issues and protocols and then was further delayed due to the Dixie Fire. This contract amendment does not increase costs, it only seeks to advance the completion date of the original contract to a more accurate timeframe and to ratify charges already incurred because this project began after the original contract expired.

Contract not to exceed \$62,400.

A copy of the original contract is attached for reference.

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND ENVIRONMENTAL SYSTEMS INC. OF NORTHERN**  
**CALIFORNIA**

This First Amendment to Agreement ("Amendment") is made on September 1, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ENVIRONMENTAL SYSTEMS INC. OF NORTHERN CALIFORNIA ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and ENVIRONMENTAL SYSTEMS INC. OF NORTHERN CALIFORNIA have entered into a written Agreement dated December 23, 2020, (the "Agreement"), in which Environmental Systems Inc. of Northern California agreed to 'furnish, install, and wire the delta controls building management system for existing card lock doors' and 'installation of Delta's new enteli-WEB software' at the Plumas County Courthouse Annex for Plumas County.
- b. Because of delays due to the COVID-19 Pandemic and the Dixie Fire, the parties desire to change the Agreement.

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

- a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Two Thousand Four Hundred Dollars and 00/100 (\$62,400) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement. County's Board of Supervisors hereby Ratifies and Approves for Payment, services provided by Environmental Systems Inc. of Northern California from September 1, 2021 to date of approval of this amendment by the Board of Supervisors.

- b. Paragraph 3 is amended to read as follows:

Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor

shall complete the Work no later than December 31, 2021, subject to adjustment as stated in Sections 15 and 16.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated December 23, 2020, shall remain unchanged and in full force and effect.


\_\_\_\_\_  
Name: Vincent Infantino  
Title: CEO  
Date:

\_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date:

\_\_\_\_\_  
Name: Eugene Infantino  
Title: CFO  
Date:

\_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

9/28/2021

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services and Airports department (hereinafter referred to as "County"), and Environmental Systems INC of Northern California, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Two Thousand Four Hundred Dollars and 00/100 (\$62,400) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30<sup>th</sup>, 2021, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
  - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.



23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - 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.

24. 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. In particular, Contractor represents that it holds a current and active license as a Class B, C-4, C-20, C-36, C-38, C-43 contractor, issued by the State of California, No. 422478.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.

Exhibit A

Scope of work

Environmental Systems will furnish, install, and wire the delta controls building management system for the existing card lock doors at the Plumas County Health and Human Services building. Installation of Delta's new enteliWEB software.

Additional Equipment will be ordered for one door in the probation department that has no card lock on it to be installed by Facilities.

Includes submittals, programming coordination, start-up, commissioning, interconnections, training.

Exhibit B

Payment Terms: County agrees to pay Environmental Systems Inc. of Northern California as Follows: A ten percent (10%) down payment upon Execution of the agreement and Balance due upon completion of project. Any other payment items must be mutually agreed to in writing between County and Environmental Systems INC. of Northern California

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS EC





Kevin Correira  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: October 12, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign contract amendment between Facility Services and Environmental Systems, Inc.

---

### **Recommendation**

Approve and authorize Board Chair to sign contract amendment between Facility Services and Environmental Systems, Inc.

### **Background and Discussion**

Environmental Systems, Inc. (ESI) was contracted in FY20/21 to update the security door controls and HVAC system controls at the County Courthouse and tie them into a web-based program as opposed to the current system which is only accessible on one computer. ESI was experiencing delays with other contracts they entered into due to COVID-19 issues and protocols and then was further delayed due to the Dixie Fire. This contract amendment does not increase costs, it only seeks to advance the completion date of the original contract to a more accurate timeframe and to ratify charges already incurred because this project began after the original contract expired.

Contract not to exceed \$9,500.

A copy of the original contract is attached for reference.





**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND ENVIRONMENTAL SYSTEMS INC. OF NORTHERN**  
**CALIFORNIA**

This First Amendment to Agreement ("Amendment") is made on September 1, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ENVIRONMENTAL SYSTEMS INC. OF NORTHERN CALIFORNIA ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and ENVIRONMENTAL SYSTEMS INC. OF NORTHERN CALIFORNIA have entered into a written Agreement dated December 23, 2020, (the "Agreement"), in which Environmental Systems Inc. of Northern California agreed to 'furnish, install, and wire the delta controls building management system for existing card lock doors' and 'installation of Delta's new enteli-WEB software' at the Plumas County Courthouse for Plumas County.
  - b. Because of delays due to the COVID-19 Pandemic and the Dixie Fire, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Five Hundred Dollars and 00/100 (\$9,500.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement. County's Board of Supervisors hereby Ratifies and Approves for Payment, services provided by Environmental Systems Inc. of Northern California from September 1, 2021 to date of approval of this amendment by the Board of Supervisors.
  - b. Paragraph 3 is amended to read as follows:

Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor



shall complete the Work no later than December 31, 2021, subject to adjustment as stated in Sections 15 and 16.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated December 23, 2020, shall remain unchanged and in full force and effect.

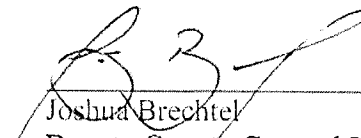
\_\_\_\_\_  
Name: Vincent Infantino  
Title: CEO  
Date:

\_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date:

\_\_\_\_\_  
Name: Eugene Infantino  
Title: CFO  
Date:

\_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

9/30/2021



### Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services and Airports department (hereinafter referred to as "County"), and Environmental Systems INC of Northern California, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Five Hundred Dollars and 00/100 (\$9,500) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30<sup>th</sup>, 2021, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS ES

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
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5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
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and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - 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.

24. 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. In particular, Contractor represents that it holds a current and active license as a Class B, C-4, C-20, C-36, C-38, C-43 contractor, issued by the State of California, No. 422478.
25. 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. 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.

36. 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:

County of Plumas  
198 Andy's Way  
Quincy, CA 95971  
Attention: Kevin Correia

Contractor:

Environmental Systems INC of Northern California  
4219 South Market Court. Suite H  
Sacramento, CA. 95834  
Attention: Ron Hillman

37. 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.
38. 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.
39. 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.
40. 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.

41. 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 first set forth above.

CONTRACTOR:

Environmental Systems INC of Northern California,  
a California corporation

By: V. L. Infantino 12/23/20  
Name: Vincent Infantino  
Title: CEO  
Date Signed:

By: E. Infantino  
Name: Eugene Infantino  
Title: CFO  
Date Signed: 12-23-20

COUNTY:

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

By: G. Hydric  
Name: Gabriel Hydric  
Title: County Administrator  
12/8/20

Approved as to form:

G. Stuhr

Gretchen Stuhr  
Deputy County Counsel III

11/12/2020

Exhibit A

Scope of work

Environmental Systems will furnish, install, and wire the delta controls building management system for the existing card lock doors at the Plumas County Courthouse. Installation of new Delta's enteliWEB software. Includes submittals, programming coordination, start-up, commissioning, interconnections, and training.



Exhibit B

Payment Terms

Payment Terms: County agrees to pay Environmental Systems Inc. of Northern California as follows: A ten percent (10%) down payment upon execution of agreement and balance due upon completion of project. Any other payment items must be mutually agreed to in writing between County and Environmental Systems INC. of Northern California





Kevin Correia  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: October 12, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correia – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign contract between Facility Services and Sierra Cascade Aggregate, Inc.

---

### **Recommendation**

Approve and authorize Board Chair to sign contract amendment between Facility Services and Sierra Cascade Aggregate, Inc.

### **Background and Discussion**

Sierra Cascade Aggregate, Inc. provides snow removal services for the county's facilities in Chester: Almanor Rec Center, Chester Memorial Hall, Chester Library, and Chester Sheriff's Substation.

Contract not to exceed \$15,000

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

### 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 Facility Services** (hereinafter referred to as "County"), and **Sierra Cascade Aggregate and Asphalt Products, Inc.**, a CA 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 **Fifteen Thousand dollars** (\$15,000).
3. Term. The term of this agreement shall be from **November 1, 2021** through **October 31, 2022** unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_ COUNTY INITIALS

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

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
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 Facility Services  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: Kevin Correia, Director

Contractor:

Sierra Cascade Aggregate & Asphalt Products, Inc.  
PO Box 1193  
Chester CA 96020  
Attention: Caleb Holland, Owner

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

Sierra Cascade Aggregate & Asphalt Products,  
Inc., a CA corporation

By: \_\_\_\_\_  
Name: Caleb Holland  
Title: CEO / CFO  
Date signed:

**COUNTY:**

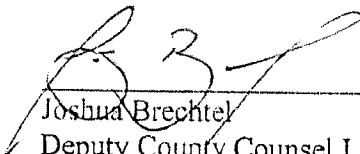
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

9/28/2021

\_\_\_\_ COUNTY INITIALS

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

## **EXHIBIT A**

### **Scope of Work**

1. Provide equipment and operator for snow removal at the following sites:  
Chester Memorial Hall  
Chester Library and Court Complex  
Almanor Rec Center
2. Work shall be performed at the Chester Memorial Hall and the Almanor Rec Center on an "on call" basis. Snow shall be removed as needed at the Chester Library and Court Complex at the Direction of the Director of Facility Services or his designee. Snow shall be removed by 8:00 am, Monday through Friday when needed.
3. Equipment to be used shall be a 950 Loader or equivalent.

**EXHIBIT B**

**Fee Schedule**

950 Loader or equivalent with operator at \$95.00 per hour

Services provided shall be billed monthly

Payments are due net 30



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

**Date:** September 27, 2021  
**To:** Honorable Board of Supervisors  
**From:** Dana Loomis  
**Agenda:** Item for October 12, 2021

**Recommendation:** Approve Agreement Number AR04031 with the Public Health Institute in the amount of \$251,756.00 to provide access to vaccines. Approved as to form by County Counsel.

**Background:** California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

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



### SUBCONTRACT AGREEMENT

**AGREEMENT NUMBER:** AR04031

**PERIOD OF PERFORMANCE:** July 1, 2021 through February 28, 2022

**TOTAL AMOUNT:** \$251,756.00

### PRIME CONTRACT RECITALS

**PRIME CONTRACT FUNDING AGENCY:** Government Operations Agency

**PRIME CONTRACT NUMBER:** GOVOPS-C2054

### SUBCONTRACTOR INFORMATION

**PLUMAS COUNTY PUBLIC HEALTH AGENCY**

270 County Hospital Rd., Suite 206  
Quincy, CA 95971  
Tel: 530-283-6366

**AUTHORIZED REPRESENTATIVE**

Briana Sherlock, Assistant Director  
Email: [brianasherlock@countyofplumas.com](mailto:brianasherlock@countyofplumas.com)  
Tel: 530-283-6366

### PRIME CONTRACTOR INFORMATION

**PUBLIC HEALTH INSTITUTE**

555 12<sup>th</sup> Street, Suite 290  
Oakland, CA, USA 94607  
Tel: 510-285-5500

**AUTHORIZED REPRESENTATIVE**

Matthew Marsom, Sr. VP of Public Policy & Programs  
Email: [Matthew.Marsom@phi.org](mailto:Matthew.Marsom@phi.org)  
Tel: 510-285-5540

**PROGRAM REPRESENTATIVE**

Aver Wishum, Program Manager  
Email: [AWishum@phi.org](mailto:AWishum@phi.org)  
Tel: 909-968-6446

**ADMINISTRATIVE REPRESENTATIVE**

Diana Duong, Grants & Contracts Specialist  
Email: [diana.duong@phi.org](mailto:diana.duong@phi.org)  
Tel: 510-285-5562

The Public Health Institute (PHI) hereby enters into this Subcontract as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and Plumas County Public Health Agency is hereafter referred to as "Subcontractor." The Subcontractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subcontract.

**SUBCONTRACTOR SIGNATURE**

\_\_\_\_\_  
Briana Sherlock,  
Assistant Director

\_\_\_\_\_  
Date

**PUBLIC HEALTH INSTITUTE**

\_\_\_\_\_  
Matthew Marsom  
Sr. VP of Public Policy & Programs  
Administration

\_\_\_\_\_  
Date

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

10/4/2021

Plumas County Board of Supervisors

\_\_\_\_\_  
Chair

ATTEST:

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

**SUBCONTRACT AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
PLUMAS COUNTY PUBLIC HEALTH AGENCY**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
  - Start Date: July 1, 2021
  - End Date: February 28, 2022
2. **SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).
3. **TOTAL AMOUNT:** The maximum amount payable under this Subcontract is for the amount of \$251,756.00 to be paid in accordance with Exhibit B (Payment Schedule).
4. **PAYMENT AND INVOICING:** Subcontractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will reimburse Subcontractor up to the total amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI Program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this Agreement. The invoice will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. Invoices must include a description of deliverables completed and payment amount due for those deliverables as described in Exhibits A and B. **Invoices must be submitted directly to Aver Wishum ([awishum@phi.org](mailto:awishum@phi.org)), your Program Representative listed on page 1.**
5. **ALLOWABLE COSTS:** The allowability of Subcontractor's costs will be determined in accordance with 2 CFR 200. All payments should be considered provisional and subject to adjustment pending review and audit results. If any cost under this contract are determined otherwise to be unallowable they will be deducted from subsequent payments due to Subcontractor or Subcontractor will refund such amounts to PHI on demand. Any unused funds at the end of this Subcontract shall be returned to PHI.
6. **INDIRECT COSTS:** Subcontractor may apply up to 10% of the total amount payable under this Subcontract to indirect costs if indirect costs are part of Subcontractor's usual accounting procedures, or apply indirect costs in accordance with its Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.
7. **BUDGET CONTINGENCY:** It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or deleted by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.

8. **RECORD RETENTION & INSPECTION:** Subcontractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. Subcontractor will make the aforementioned financial and other records available to PHI and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at PHI's or the Government's expense) at mutually agreed upon times during normal business hours. Subcontractor will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Subcontractor personnel for the purpose of interview and discussion related to such financial and other records. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.
9. **AUDIT FILING COMPLIANCE:** Subcontractor will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Subcontractor will take appropriate and timely action to follow up and correct all audit findings.
10. **FFATA REPORTING:** Subcontractor will furnish its Data Universal Numbering System (DUNS) number to PHI and Subcontractor will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."
11. **COPYRIGHT:** Any copyrightable works made by Subcontractor under this contract will be and are hereby assigned to PHI as its sole and exclusive property. If requested by PHI, Subcontractor will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works
12. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subcontractor under this Subcontract agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).
13. **PUBLICATIONS:** Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subcontractor will incorporate the requirements of this clause in all lower tier agreements.
14. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Subcontractor agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.

15. **CONFIDENTIALITY:** Subcontractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked “Confidential” and will be sent to Subcontractor’s Authorized Representative. Subcontractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.
16. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subcontractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party’s directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties’ obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
17. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 18. INSURANCE AND LICENSES:**
- a. Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor’s domicile, and all other appropriate governmental agencies. Subcontractor’s failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI’s termination. Subcontractor will provide PHI with a copy of insurance upon request.
  - b. Subcontractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If Subcontractors will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Subcontractor certifies that the Subcontractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The Funder and PHI reserve the right to request proof at any time.



19. **NONDELINQUENCY ON FEDERAL DEBT:** Subcontractor represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
20. **INCORPORATION BY REFERENCE:** All provisions of the prime contract that are applicable to this Subcontractor are incorporated by reference in Exhibit C (Prime Contract Clauses) and Subcontractor will comply with them in all respects. Subcontractor expressly waives any right to further notification or explanation of prime contract provisions. If any of the prime contract provisions directly and irreconcilable conflict with any other provisions of this Subcontract, the prime contract will take precedence. Subcontractor will incorporate the requirements of this section into lower-tier agreements.
21. **CONFLICT OF INTEREST:** If applicable, Subcontractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Subcontractor shall report any financial conflict of interest to PHI's Administrative Representative, in accordance with Exhibit D (PHI's Conflict of Interest Form). Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3)(i)-(vi). Subcontractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Subcontractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B) (1)-(9).
22. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 10 days written notice of suspension or termination to Subcontractor if the prime contract is suspended or terminated in whole or in relevant part, or if Subcontractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime contract, PHI will pay Subcontractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.
23. **DEBARMENT CERTIFICATION:** Subcontractor will comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. Subcontractor certifies by signing this Subcontract that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subcontractor certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov).

Subcontractor will incorporate the requirements of this section in all non-exempt lower tier Subcontracts. Subcontractor will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower-tier covered transactions.

24. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

25. **WHISTLEBLOWER/ENHANCEMENT OF CONTRACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION:**

Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. Subcontractor will insert the substance of this clause in all lower-tier agreements over the simplified acquisition threshold.

26. **LOBBYING CERTIFICATION:** If this Agreement exceeds \$100,000, Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated

funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL "Disclosure of Lobbying Activities." Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier Agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

27. **CLEAN AIR AND WATER:** Subcontractor awarded funds in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
28. **ASSURANCE OF COMPLIANCE:** Subcontractor certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Subcontractor represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Animal Welfare: all Subcontractor organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.
29. **REPRESENTATIONS:** Subcontractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
30. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subcontract will be extended for a period equivalent to the delay.
31. **INTERFERING CONDITIONS:** Subcontractor agrees to promptly notify PHI of any condition that might interfere with this Subcontract. Notification will not relieve Subcontractor of any responsibilities hereunder.
32. **GOVERNING LAW:** The validity, construction, and effect of this Subcontract will be governed by the laws of the United States of America and the State of California.

33. **SEVERABILITY:** If any provision of this Subcontract is held in conflict with law, the validity of the remaining provisions will not be affected.
34. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
35. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subcontract, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
36. **NON-ASSIGNMENT:** This Subcontract is not assignable by Subcontractor without the prior written consent of PHI.
37. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Subcontractor will require its Subcontractor, suppliers, employees, consultants and agents to comply with the applicable provisions of this Subcontract.
38. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subcontract will not extinguish any previously-accrued rights or obligations of the parties.
39. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subcontractor's Authorized Representative named on the cover page of this agreement.
40. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
41. **AUTHORIZATION:** Subcontractor represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of the obligations under this agreement will not violate any agreement between Subcontractor and any other person, firm, or organization.

## EXHIBIT A SCOPE OF WORK & DELIVERABLES

### **I. Background & Objectives:**

California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

In working towards these objectives, Subcontractor will provide the following vaccine-related service(s):

☒ **Mobile Vaccination**

Subcontractor will increase vaccination uptake in communities highly impacted by COVID-19 through mobile vaccination services. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes (Subcontractor to complete)</b>
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	96020 95971 96122
2	Publicize locations where the community may receive information regarding mobile vaccinations in their native language and assistance in signing up for a vaccine appointment.	96135 95984 96129 96105 96137 96020 95971 96122 95956 95934 95983 96103
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	95984 95934 96105 96137 96135 96129 95956 95983 96103
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	96135 95984 96129 96105 96137 96020

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach

- Number of mobile vaccine clinics launched by subcontractor
- Number of days mobile vaccine clinics providing vaccines

Please check off the activities that you will engage in to support the above objectives:

- ☒ Hiring and/or training more or new staff
- ☒ Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- ☒ Additional activities (to be completed by subcontractor):

Of note, Plumas County has no zip codes classified as Q4 according to the Vaccine Equity Metric Quartile. Plumas County plans to hire additional nurses to assist with vaccination efforts. Furthermore, we plan to contract with a mobile vaccination unit van (MVU) in order to reach rural areas that have less access to vaccine services and health care. In addition, basic supplies and new two-way radios are needed to effectively staff vaccination outreach efforts.

**II. Deliverables & Milestones:**

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Timeline/Due Date</b>
<b>1</b>	Progress Report	November 15, 2021
<b>2</b>	Final Report	February 28, 2022



**EXHIBIT B**  
**PAYMENT SCHEDULE**

The Subcontractor will be paid the total amount of \$251,756.00 as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Due Date</b>	<b>Amount</b>
<b>1</b>	Upon fully executed subcontract	TBD	\$ 226,580.40
<b>2</b>	Submission of progress report	11/15/21	\$ 0
<b>3</b>	Submission of final report	2/28/2022	\$ 0
<b>4</b>	Submission of final invoice	3/15/2022	\$ 25,175.60
<b>Total Amount</b>			<b>\$ 251,756.00</b>

Any unused funds at the end of this Subcontract shall be returned to PHI.

**EXHIBIT C**  
**PRIME CONTRACT CLAUSES**

- 1. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - B. b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 2. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION**
  - A. Contractor shall impose all the requirements of this provision on all of its officers, employees and subcontractors with access to Confidential Information. Contractor, including all of its officers, employees and subcontractors with access to Confidential Information will sign the Non-Disclosure Agreement (Exhibit C-1) and return it to GovOps prior to accessing Confidential Information.
  - B. "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255, public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of GovOps, California Department of Public Health (CDPH), or the Governor's Office (GO).
  - C. Contractor shall take all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, required two-factor authentication, secure transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors

shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.

- D. Contractor shall ensure that all media, including electronic media, containing Confidential Information, to which it is given access is protected at the level of the most confidential or sensitive piece of data on the media.
- E. Contractor and employees allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and employees with access to Confidential Information.
- F. Contractor shall notify GovOps within twenty-four (24) hours from Contractor's confirmation of a security breach, if a security breach involving Confidential Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
- G. At or before the termination date of the Contract, Contractor shall either destroy all Confidential Information in accordance with approved methods of confidential destruction; or return all Confidential and Sensitive Information to GovOps.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(a) of this section.
- C. Withholding for unpaid wages and liquidated damages. GovOps shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (C)(b) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (C)(a) through (d) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (C)(a) through (d) of this section.

**EXHIBIT C-1**  
**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Special Terms and Conditions. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Special Terms and Conditions. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: \_\_\_\_\_

Typed Name and Title: Brianna Sherlock, Assistant Director

Representing (give name of Contractor/Affiliate):

Plumas County Public Health Agency

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

EXHIBIT D  
CONFLICT OF INTEREST

STATEMENT OF SIGNIFICANT FINANCIAL INTERESTS

If you determine that you have no reportable significant financial interests, complete Section I Negative Declaration.

If you determine that you have reportable significant financial interests, complete Section II. Report each interest separately. Specify the owner of the interest (e.g. investigator, spouse, dependent child) and nature of the interest (e.g., "250 shares of Biotech Co., fair market value \$12,000" or "expected annual salary of \$36,000 from Techno Corporation"). Do not report financial interests not within the definition of "Significant Financial Interest." For travel, report the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration of the trip. Specify how each Significant Financial Interest would reasonably appear to be related to the Investigator's institutional responsibilities or to be affected by the PHS-funded research, or how the financial interests of the entity in which you have a significant financial interest would reasonably appear to be affected. Do not report Significant Financial Interests that do not reasonably appear to be affected. Sign the declaration and return this form. Fax and scanned submissions are acceptable.

I. NEGATIVE DECLARATION

I declare that to the best of my knowledge and belief I have no reportable Significant Financial Interests:

Brianna Sherlock, Assistant Director

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

II. AFFIRMATIVE DECLARATION

I declare to the best of my knowledge and belief I have the following reportable Significant Financial Interests:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signature

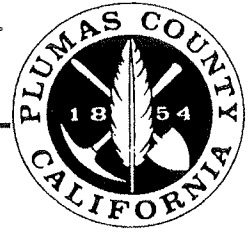
\_\_\_\_\_  
Date

\_\_\_\_\_  
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\_\_\_\_\_  
-Continue on additional pages as needed-



**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**CONSENT AGENDA REQUEST**

For the October 12, 2021 meeting of the Plumas County Board of Supervisors

September 30, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in cursive script, appearing to read "John Mannle".

Subject: Contract Award of A Three-Year Service Agreement for Automotive Repair Services for Public Works Road Maintenance Vehicles with Horton Tires, in the amount of Twenty-Seven Thousand Dollars and 00/100 (\$27,000.00) from April 1, 2021 to April 1, 2024.

**Background:**

The Plumas County Department of Public Works requires repairs and maintenance of its maintenance fleet on a regular basis. As the current contract with Horton Tires, in effect since 2018 has expired, the Department is seeking to install a new three-year contract with this vendor to continue contracting for labor for tire and wheel maintenance services of the fleet. Horton Tires is centrally located and is the closest vendor to the majority of the Plumas County Department of Public Works maintenance fleet. Horton Tires provides a specific service and repair that is essential for the mission of the Plumas County Department of Public Works. Horton Tires will dispatch their Commercial Fleet Tire Service Truck as needed to provide large and off-road tire repair to remote sites in the County where heavy equipment is located. Public Works and Horton Tires have had a successful business relationship for over a decade with excellent results.

Due to fiscal staff turnover and lost time due to the Dixie Fire, Public Works staff did not find that the existing contract had expired on March 31, 2021. The Department is requesting that the new contract also provide for payment for services rendered retroactive to April 1, 2021.

There are two other vendors located in Plumas County, one in Delleker and one in Chester, which provide similar services at their locations. The Plumas County Department of Public Works is also drafting contracts to use the services of the aforementioned vendors. These vendors provides services on tires and wheels that can be brought to their facilities in the eastern and northern sections of the County.

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

Funding for labor for tire and wheel services anticipated in FY 21-22 is included in the budget as 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 to execute a Professional Services Agreement for the costs of Tire and Wheel Repair Services for the Public Works Road Maintenance Vehicle and Equipment in the not-to-exceed amount of Twenty-Seven Thousand Dollars and 00/100 (\$27,000.00) for a term of three years.

Attachment: Proposed Contract Approved by County Counsel

## Contractor Services Agreement

# \_\_\_\_\_

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Works Department** (hereinafter referred to as "County"), and **RSH, Inc.**, a California Corporation dba Horton Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Seven Thousand Dollars and No/100 (\$27,000.00) over the term of this Agreement.
3. Term. The term of this agreement shall be from April 1, 2021 through March 31, 2024. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by RSH, Inc., from April 1, 2021 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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to

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perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this agreement will be new and of good quality unless otherwise required or permitted under this agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirement of this Agreement. 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.
8. 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.
9. 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.
10. 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

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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

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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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.
17. 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.
18. 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.

\_\_\_\_ COUNTY INITIALS

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19. 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.
20. 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.
21. 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.
22. 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:

County of Plumas  
Road Department  
1834 E. Main Street  
Quincy, CA 95971  
Attention: Mason Crouch

CONTRACTOR:

RSH, Inc., dba Horton Tire Center  
116 E. Main Street  
Quincy, CA 95971  
Attention: Ron Horton

23. 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.
24. 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.
25. 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 the services contemplated by this Agreement.

\_\_\_\_ COUNTY INITIALS

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

**CONTRACTOR:**

RSH, Inc., a California Corporation

By: [Signature]

Ron Horton

Chief Executive Officer

Date signed: 9-27-21

By: [Signature]

Stephanie Horton

Chief Financial Officer

Date signed: 9/27/21

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

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

Jeff Engel

Chair, Board of Supervisors

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

**ATTEST:**

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

Heidi Putnam

Clerk of the Board

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

Approved as to form:

[Signature]  
Joshua Brechtel  
Deputy County Counsel I

Date Signed: 9/20/2021

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

CONTRACTOR INITIALS [Signature]



**EXHIBIT A**

**Scope of Work**

Provide the following automotive repair services on an as-needed basis upon the request of the County:

- a. Flat tire repairs
- b. Tire dismount and mount – outside, spare, or drop off
- c. Giant tire truck calls (unit/empl.)
- d. Powder coat
- e. Recaps
- f. Tire tubes
- g. Wheel spin balance
- h. Tire siping
- i. Disposal of giant/tractor tires
- j. Rein-truck reinforced repair
- k. Drill and studding service

All work shall be provided in accordance with industry standards for high-quality automotive repairs.

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## **EXHIBIT B**

### **Fee Schedule**

Payment under this contract shall not exceed twenty-seven thousand dollars and no cents (\$27,000.00).

1. Labor shall be charged at a rate of one hundred five dollars and no cents (\$105.00) per hour.
2. All prices for parts and labor shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs not authorized in advance by the County. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time, the Contractor believes that repairs will cost more than County-authorized written estimate, Contractor shall provide a revised written estimate to the County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

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## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

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Tony Hobson, Ph.D., Director

DATE: October 12, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

*Shelley Evans for*

SUBJECT: Request for approval to recruit and fill fully funded vacant 2.0 FTE Behavioral Health Case Management Specialist I/II/Senior and 2.0 Site Coordinator positions.

---

### **Recommendation**

1. Approve the filling of the funded and allocated positions of 2.0 FTE Behavioral Health Case Management Specialist I/II/Senior. A 1.0 FTE in Department 70575 (30%), 70570 (40%), and 70580 (30%). Also, a 1.0 FTE funded in Department 70570 (100%). These positions were approved and funded in the 2021-2022 budget.
2. Approve the filling of the funded and allocated positions of 2.0 FTE Site Coordinator. Both positions are funded in Department 70571- MHSA (100%). These positions were approved and funded in the 2021-2022 budget.

### **Background and Discussion**

The Behavioral Health Department is requesting approval to refill the allocated and funded, 2.0 FTE Behavioral Health Case Management Specialist I/II and Senior positions which one will be vacated due to resignation on October 15, 2021 and the other was created due to promotion on September 13, 2021. These positions were approved and funded in the 2021-2022 budget.

The Behavioral Health Department is requesting approval to refill the allocated and funded, 2.0 FTE Site Coordinator positions which one will be vacated due to resignation on October 15, 2021 and the other was created due to resignation on August 18, 2021. These positions were approved and funded in the 2021-2022 budget.

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE  
CURRENTLY ALLOCATED IN 20-21 BUDGET  
**2.0 FTE Behavioral Health Site Coordinator**

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Behavioral Health Site Coordinator position is a legitimate business justification due to the oversight necessary to manage and oversee the activities within the Behavioral Health Department Wellness Centers.**
- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, working closely with community partners and local vendors, behavioral health clients and staff, performing outreach activities and running the day to day Wellness Center operations and peer activities performed at the site.**
- How long has the position been vacant? **The Portola Site Coordinator became vacant on August 18, 2021. Since that time, the Portola Wellness Center was limited in activities due to COVID restrictions and was mainly accessed by clients only. It was Peer ran with the support of the MHSA Coordinator. The Chester Site Coordinator is resigning on October 15, 2021 and it also has a Peer helping run the center but needs to have a full time Site Coordinator.**
- Can the department use other wages until the next budget cycle? **Other wages are being used currently, but the demands of running a Wellness Center is greater than the 29- hours an Extra Help employee can provide.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Site Coordinators.**
- What core function will be impacted without filling the position prior to July 1? **Without a Site Coordinator to run the Wellness Center operations, the Wellness Center would be without employee coverage. Reduction of hours the Center is open would impact the community and the clients as well as the billing of the Center.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue due to the client's ability to access the Center for Crisis intervention and groups. This would reduce the Medi-Cal reimbursement of funding to the department.**

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **No impact is expected as funding is secure and ongoing.**
- 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? **No General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. Some reserves have been used in the past 3 budget years and financial reductions are currently a priority for sustainability.**

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE  
CURRENTLY ALLOCATED.

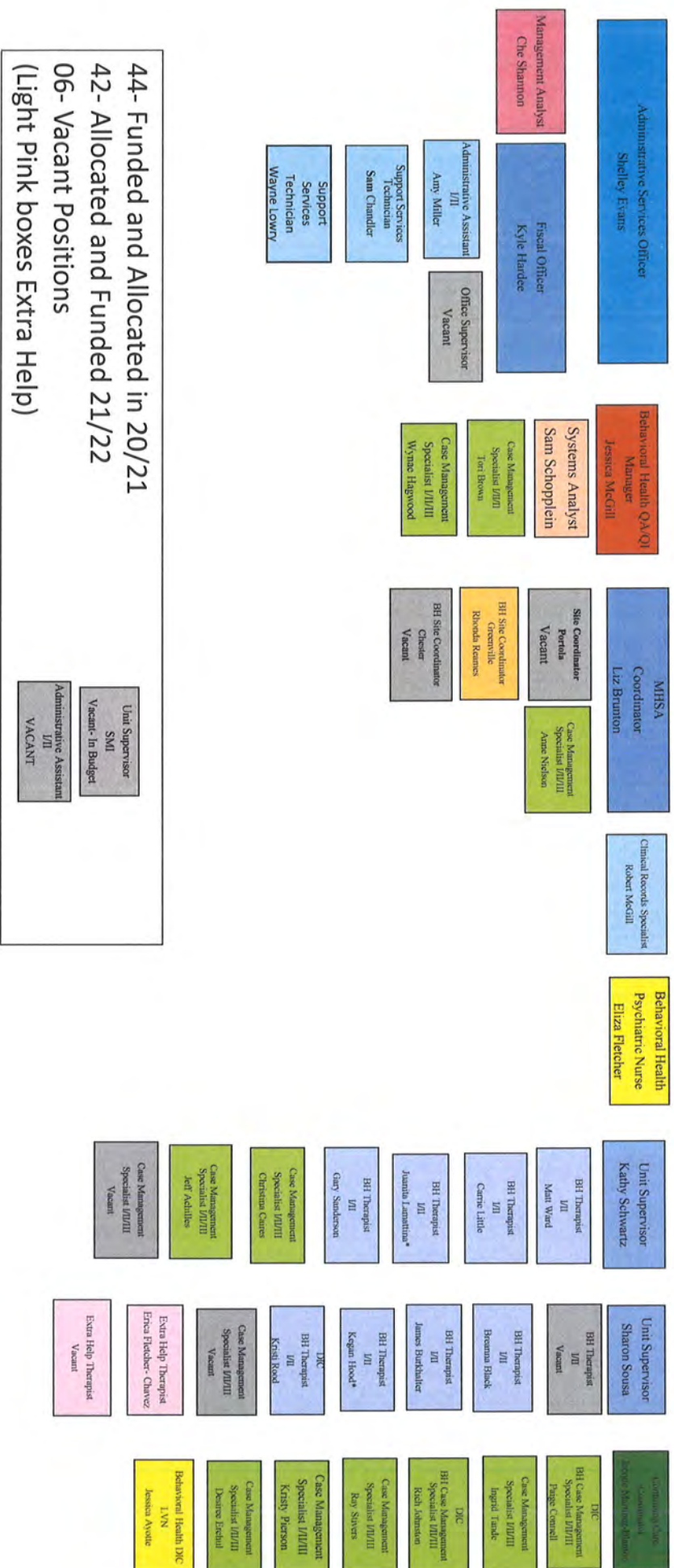
**2.0 FTE Behavioral Health Case Management Specialist I/II or Senior**

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes.**
- Why is it critical that this position be filled at this time? **With the loss of the Case Management Specialists, delivery of services to the at-risk population will be severely delayed.**
- How long has the position been vacant? **One position became vacant on September 13, 2021 due to a promotion and the other will be vacant on October 15, 2021 due to a resignation.**
- Can the department use other wages until the next budget cycle? **The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the Case Management Specialist must be a permanent FTE.**
- What are staffing levels at other counties for similar departments and/or positions? **The same or greater.**
- What core function will be impacted without filling the position prior to July 1?  
**Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full-Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues. This position also serves the jail population,**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.**
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to 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? **There is no fiscal impact on the general fund.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.**

**Plumas County Behavioral Health Department**  
**September 2021**

**Director**  
**Tony Hobson**



**44- Funded and Allocated in 20/21**  
**42- Allocated and Funded 21/22**  
**06- Vacant Positions**  
**(Light Pink boxes Extra Help)**

Unit Supervisor  
SNI  
Vacant- In Budget  
Administrative Assistant  
I/JI  
VACANT

Extra Help Therapist  
Vacant





## County of Plumas Department of Probation

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



**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** October 4th, 2021

**TO:** The Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer *KA*

**SUBJECT:** Authorize the Probation Department to fill allocated 1.0 FTE Deputy Probation Officer position, funded by the General Fund.

### **Recommendation:**

Approve the recruitment and filling of 1.0 FTE Deputy Probation Officer position. This lone Deputy Probation Officer position is funded entirely via the General Fund in FY21-22.

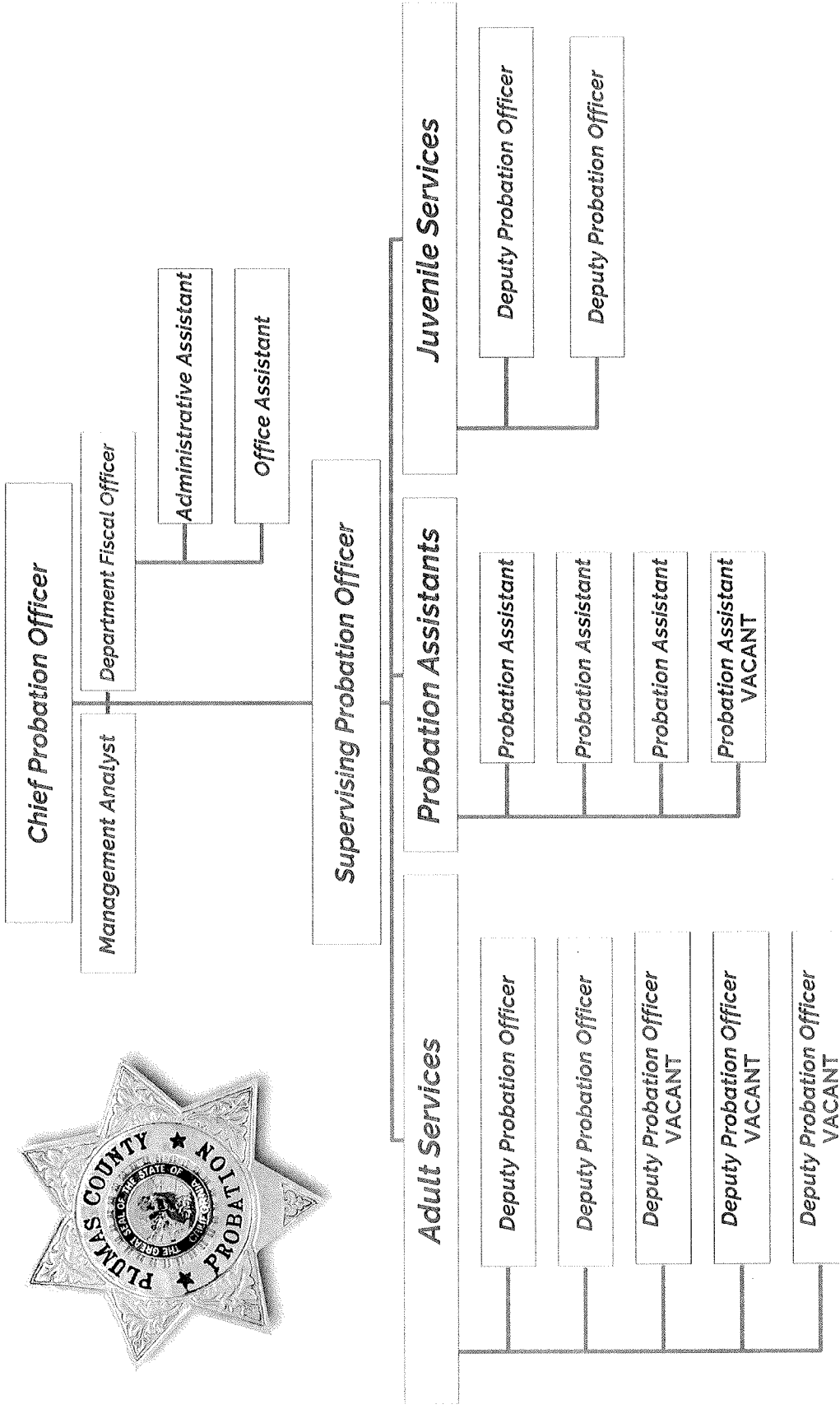
### **Background:**

On August 31st, 2021, this FTE Deputy Probation Officer position became vacant due to promotion. This position would be responsible for maintaining a caseload dealing with the investigation, assessment, and management of adult and/or juvenile cases to which their supervisor assigns and monitors for compliance with Probation conditions, guidance, and accountability.

This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims and promote healthy families.

This position is allocated and funded via the General Fund (20400) in the 2021-2022 Approved Budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Deputy Probation Officer position.



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

- Is there a legitimate business, statutory or financial justification to fill the position?
  - Yes, the Deputy Probation Officer I/II position is a legitimate business need.
- Why is it critical that this position be filled at this time?
  - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
- How long has the position been vacant?
  - This position was vacated on August 31st, 2021 by promotion.
- Can the department use other wages until the next budget cycle?
  - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
  - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
  - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
  - The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
  - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
  - Using values provided by Human Resources for an entry level Deputy Probation Officer, including health and benefits, the estimated cost to the general fund for two years would be roughly \$152,441.26. This figure may change depending on the applicant's starting rate of pay, and health insurance situation, but should come in below this figure.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
  - This position is entirely borne by the General Fund, which cannot hold a department reserve.

**DEPUTY PROBATION OFFICER I**

**DEFINITION**

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

**REPORTS TO**

Supervising Probation Officer, Chief Probation Officer

**CLASSIFICATIONS SUPERVISED**

None

## **DEPUTY PROBATION OFFICER I - 2**

### **EXAMPLES OF DUTIES**

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

## **DEPUTY PROBATION OFFICER I - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

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

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

#### **Ability to**

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

## **DEPUTY PROBATION OFFICER I - 4**

### **Training and Experience:**

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

**Substitution:** A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

### **Licenses and Certifications:**

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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





## County of Plumas Department of Probation

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




**Keevin Allred**  
Chief Probation Officer

**Phone:** 530-283-6200  
**FAX:** 530-283-6165

**DATE:** October 4th, 2021

**TO:** The Honorable Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer 

**SUBJECT:** Update, confirm and approve the adjusted Executive Committee  
Community Corrections Partnership (CCP) Public Safety Realignment  
Budget for FY2021-2021.

### **Recommendation:**

Update, confirm and approve the adjusted Executive Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY2021-2022, totaling \$1,025,975.00 with allocations as follows: Probation at \$216,484; Sheriff at \$485,792; Alternative Sentencing (DA) at \$189,252; Behavioral Health at \$74,499; Literacy at \$14,948; PCIRC Pathways Program at \$45,000.

### **Background:**

On September 14<sup>th</sup>, 2021, the Board of Supervisors approved the Community Corrections Executive Committee recommended adjustment to the Alternative Sentencing Program, increasing their approved allocation from \$144,252 to \$189,252. However, the approved total budgeted amount for the Community Corrections Partnership of \$980,975 does not accurately reflect the increase as originally stated. The total when adding up the allocations for fiscal year 2021-2022 is \$1,025,975, which is an increase of \$45,000. Thus, a correction to the final budget must be made.

Therefore, it is respectfully requested that the Board of Supervisors approve the requested correction to the Community Corrections Partnership funding for Fiscal Year 2021-2022.

## Fiscal Year 2021/2022

[illegible]

2014-15 - 2021-22

Community Corrections Base and Growth Allocations

(Final 2020-21)

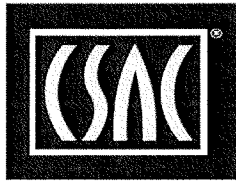
County	2014-15 Base	2014-15 Growth	2015-16 Base	2015-16 Growth	2016-17 Base	2016-17 Growth	2017-18 Base	2017-18 Growth	2018-19 Base	2018-19 Growth	2019-20 Base	2020-21 Base	2020-21 Growth	2021-22 Base*
Alameda	\$ 31,497,960	\$ 4,100,990	\$ 40,861,385	\$ 1,776,165	\$ 42,836,842	\$ 2,422,866	\$ 45,787,995	\$ 5,513,055	\$ 48,375,402	\$ 1,979,224	\$ 49,643,687	\$ 50,396,064	\$ 18,542,309	\$ 58,770,787
Alpine	\$ 167,152	\$ 13,366	\$ 224,809	\$ 3,481	\$ 235,787	\$ 4,595	\$ 251,913	\$ 5,369	\$ 266,149	\$ 11,982	\$ 273,126	\$ 277,266	\$ 9,155	\$ 323,341
Amador	\$ 1,368,104	\$ 1,378,795	\$ 3,362,541	\$ 382,541	\$ 1,446,128	\$ 75,669	\$ 1,545,035	\$ 34,647	\$ 1,632,342	\$ 124,585	\$ 1,675,138	\$ 1,700,526	\$ 1,059,997	\$ 1,983,116
Butte	\$ 6,466,722	\$ 1,697,507	\$ 6,931,223	\$ 219,961	\$ 7,269,708	\$ 552,340	\$ 7,766,913	\$ 259,439	\$ 8,205,809	\$ 280,488	\$ 8,420,945	\$ 8,548,569	\$ 1,201,404	\$ 9,969,154
Calaveras	\$ 992,402	\$ 255,449	\$ 1,114,713	\$ 90,663	\$ 1,169,150	\$ 54,214	\$ 1,249,113	\$ 788,456	\$ 1,319,699	\$ 32,586	\$ 1,354,298	\$ 1,374,823	\$ 880,626	\$ 1,603,288
Colusa	\$ 589,667	\$ 243,850	\$ 693,231	\$ 70,383	\$ 747,085	\$ 49,654	\$ 776,813	\$ 61,480	\$ 820,717	\$ 15,558	\$ 842,227	\$ 854,991	\$ 997,072	\$ 1,603,288
Contra Costa	\$ 20,669,679	\$ 8,765,532	\$ 29,831,204	\$ 22,002	\$ 21,848,491	\$ 1,195,045	\$ 23,342,798	\$ 2,375,791	\$ 24,661,862	\$ 1,152,872	\$ 25,308,436	\$ 25,691,999	\$ 3,882,261	\$ 29,961,447
Del Norte	\$ 721,629	\$ 436,564	\$ 983,957	\$ 47,756	\$ 1,032,008	\$ 61,952	\$ 1,102,591	\$ 28,279	\$ 1,164,897	\$ 20,396	\$ 1,195,437	\$ 1,213,555	\$ 77,101	\$ 1,415,221
El Dorado	\$ 3,586,615	\$ 1,818,367	\$ 3,614,643	\$ 234,813	\$ 3,791,163	\$ 222,252	\$ 3,650,456	\$ 172,912	\$ 4,279,341	\$ 257,539	\$ 4,391,535	\$ 4,458,091	\$ 440,803	\$ 5,198,928
Fresno	\$ 24,164,305	\$ 2,558,069	\$ 32,711,894	\$ 941,281	\$ 34,309,372	\$ 2,975,703	\$ 36,655,930	\$ 1,920,436	\$ 38,727,298	\$ 912,709	\$ 39,742,633	\$ 40,344,954	\$ 9,492,284	\$ 47,049,403
Glenn	\$ 846,022	\$ 134,849	\$ 1,163,582	\$ 321,454	\$ 1,209,917	\$ 100,668	\$ 1,292,668	\$ 176,369	\$ 1,365,715	\$ 34,461	\$ 1,401,521	\$ 1,422,762	\$ 145,678	\$ 1,659,193
Humboldt	\$ 3,695,189	\$ 806,028	\$ 4,330,130	\$ 356,079	\$ 4,541,591	\$ 140,475	\$ 4,852,209	\$ 300,685	\$ 5,126,400	\$ 103,323	\$ 5,260,801	\$ 5,340,532	\$ 5,668,747	\$ 6,228,011
Imperial	\$ 3,501,228	\$ 409,231	\$ 4,777,351	\$ 218,106	\$ 5,010,652	\$ 565,417	\$ 5,353,350	\$ 390,492	\$ 5,653,860	\$ 424,651	\$ 5,804,143	\$ 5,892,108	\$ 4,459,783	\$ 6,871,247
Inyo	\$ 541,209	\$ 61,046	\$ 691,756	\$ 46,526	\$ 725,537	\$ 56,564	\$ 775,160	\$ 248,762	\$ 813,963	\$ 33,376	\$ 840,434	\$ 853,171	\$ 591,662	\$ 994,950
Kern	\$ 31,628,367	\$ 4,872,538	\$ 36,104,558	\$ 3,753,017	\$ 37,867,716	\$ 1,399,164	\$ 40,467,643	\$ 3,346,246	\$ 42,743,840	\$ 1,333,016	\$ 43,864,479	\$ 44,529,269	\$ 3,619,875	\$ 51,929,059
Kings	\$ 6,894,852	\$ 2,618,439	\$ 6,948,733	\$ 652,823	\$ 7,288,072	\$ 843,929	\$ 7,786,533	\$ 278,805	\$ 8,226,538	\$ 663,267	\$ 8,442,218	\$ 8,570,164	\$ 795,859	\$ 9,994,338
Lake	\$ 1,934,887	\$ 192,832	\$ 2,497,419	\$ 105,656	\$ 2,619,380	\$ 112,486	\$ 2,798,530	\$ 569,592	\$ 2,956,670	\$ 56,977	\$ 3,084,187	\$ 3,080,172	\$ 374,249	\$ 3,592,029
Lassen	\$ 1,080,925	\$ 185,516	\$ 1,358,884	\$ 152,545	\$ 1,425,245	\$ 54,397	\$ 1,522,723	\$ 220,498	\$ 1,608,770	\$ 249,388	\$ 1,650,948	\$ 1,675,969	\$ 156,911	\$ 1,954,479
Los Angeles	\$ 290,538,549	\$ 23,778,008	\$ 344,481,162	\$ 17,755,186	\$ 361,303,819	\$ 22,298,545	\$ 386,014,858	\$ 12,317,969	\$ 407,827,941	\$ 9,641,642	\$ 418,520,199	\$ 424,863,096	\$ 56,848,048	\$ 495,466,047
Madera	\$ 4,087,031	\$ 640,018	\$ 5,576,210	\$ 318,582	\$ 5,848,523	\$ 639,914	\$ 6,248,528	\$ 602,411	\$ 6,601,622	\$ 314,987	\$ 6,774,701	\$ 6,877,375	\$ 1,441,008	\$ 8,020,244
Marin	\$ 4,900,330	\$ 2,569,053	\$ 4,938,624	\$ 182,798	\$ 5,179,800	\$ 408,743	\$ 5,534,068	\$ 260,189	\$ 5,846,790	\$ 457,849	\$ 6,000,078	\$ 6,091,013	\$ 1,311,466	\$ 7,103,206
Napa	\$ 472,956	\$ 92,075	\$ 566,924	\$ 169,734	\$ 594,610	\$ 16,152	\$ 635,278	\$ 51,140	\$ 671,176	\$ 113,240	\$ 688,773	\$ 699,212	\$ 79,848	\$ 815,405
Mendocino	\$ 2,205,821	\$ 711,297	\$ 2,322,880	\$ 156,857	\$ 2,436,317	\$ 79,842	\$ 2,602,947	\$ 886,932	\$ 2,750,035	\$ 137,047	\$ 2,822,134	\$ 2,864,905	\$ 1,017,003	\$ 3,340,990
Merced	\$ 5,692,045	\$ 1,444,201	\$ 7,763,704	\$ 539,041	\$ 8,142,842	\$ 714,281	\$ 8,699,764	\$ 336,045	\$ 9,191,374	\$ 262,041	\$ 9,432,350	\$ 9,575,302	\$ 1,294,048	\$ 11,166,508
Modoc	\$ 235,208	\$ 45,018	\$ 321,108	\$ 88,070	\$ 336,789	\$ 15,502	\$ 359,823	\$ 26,290	\$ 380,156	\$ 38,251	\$ 390,123	\$ 396,036	\$ 34,225	\$ 461,848
Monoc	\$ 428,294	\$ 70,606	\$ 584,103	\$ 44,113	\$ 612,628	\$ 64,198	\$ 654,528	\$ 37,940	\$ 691,514	\$ 26,130	\$ 709,644	\$ 720,399	\$ 164,354	\$ 840,114
Monterey	\$ 8,633,838	\$ 844,532	\$ 11,159,775	\$ 647,463	\$ 11,704,760	\$ 756,797	\$ 12,505,297	\$ 385,741	\$ 13,211,951	\$ 453,955	\$ 13,583,336	\$ 13,763,820	\$ 3,194,144	\$ 16,051,066
Napa	\$ 2,673,402	\$ 551,811	\$ 3,240,370	\$ 676,311	\$ 3,398,613	\$ 283,400	\$ 3,631,058	\$ 185,871	\$ 3,836,243	\$ 494,904	\$ 3,936,820	\$ 3,996,485	\$ 478,404	\$ 4,660,613
Nevada	\$ 1,918,350	\$ 783,916	\$ 1,933,341	\$ 80,310	\$ 2,027,755	\$ 194,020	\$ 2,166,441	\$ 204,494	\$ 2,288,864	\$ 256,550	\$ 2,348,872	\$ 2,384,471	\$ 512,260	\$ 2,780,717
Orange	\$ 63,045,168	\$ 17,399,444	\$ 70,813,993	\$ 2,931,181	\$ 74,272,178	\$ 6,055,331	\$ 79,351,954	\$ 4,783,418	\$ 83,836,006	\$ 4,943,222	\$ 86,033,983	\$ 87,337,874	\$ 12,746,138	\$ 101,851,518
Placer	\$ 6,659,794	\$ 1,930,434	\$ 7,176,968	\$ 259,768	\$ 7,527,454	\$ 636,454	\$ 8,047,287	\$ 588,898	\$ 8,496,744	\$ 252,022	\$ 8,719,508	\$ 8,851,656	\$ 1,365,334	\$ 10,322,608
Plumas	\$ 551,023	\$ 197,629	\$ 609,538	\$ 59,307	\$ 639,305	\$ 25,139	\$ 683,029	\$ 30,491	\$ 721,626	\$ 44,947	\$ 740,545	\$ 751,769	\$ 119,847	\$ 876,696
Riverside	\$ 47,744,372	\$ 5,381,263	\$ 65,141,764	\$ 2,142,476	\$ 68,322,947	\$ 6,709,911	\$ 72,995,831	\$ 2,572,932	\$ 77,120,709	\$ 1,975,146	\$ 79,142,627	\$ 80,342,076	\$ 11,990,294	\$ 93,693,171
Sacramento	\$ 30,485,341	\$ 3,679,007	\$ 41,572,174	\$ 1,337,531	\$ 43,602,342	\$ 2,532,450	\$ 46,584,483	\$ 8,597,884	\$ 49,216,898	\$ 4,519,457	\$ 50,507,246	\$ 51,277,710	\$ 8,409,738	\$ 59,793,112
San Benito	\$ 1,203,382	\$ 428,214	\$ 1,593,050	\$ 203,766	\$ 1,670,846	\$ 143,765	\$ 1,785,122	\$ 163,847	\$ 1,885,997	\$ 143,408	\$ 1,935,443	\$ 1,964,776	\$ 1,165,673	\$ 2,291,278
San Bernardino	\$ 68,145,357	\$ 12,157,309	\$ 83,729,133	\$ 4,712,958	\$ 87,818,026	\$ 5,398,263	\$ 93,824,259	\$ 2,276,500	\$ 99,126,118	\$ 1,682,258	\$ 101,724,964	\$ 103,266,660	\$ 8,122,773	\$ 120,427,319
San Diego	\$ 63,164,783	\$ 16,578,200	\$ 68,458,956	\$ 1,518,743	\$ 71,902,133	\$ 5,740,690	\$ 76,712,973	\$ 2,411,562	\$ 81,047,901	\$ 1,856,503	\$ 83,172,780	\$ 84,433,307	\$ 7,147,539	\$ 98,464,276
San Francisco	\$ 18,337,440	\$ 6,285,751	\$ 20,359,877	\$ 965,739	\$ 21,354,147	\$ 1,240,372	\$ 22,814,644	\$ 1,374,521	\$ 24,103,864	\$ 2,555,802	\$ 24,735,808	\$ 25,110,693	\$ 6,557,447	\$ 29,283,540
San Joaquin	\$ 16,066,726	\$ 1,771,257	\$ 21,513,379	\$ 1,142,909	\$ 22,563,980	\$ 989,100	\$ 24,107,222	\$ 2,032,188	\$ 25,469,483	\$ 1,693,065	\$ 26,137,231	\$ 26,533,354	\$ 3,098,875	\$ 30,942,617
San Luis Obispo	\$ 5,644,308	\$ 545,788	\$ 7,164,312	\$ 284,364	\$ 7,514,180	\$ 691,713	\$ 8,028,105	\$ 288,366	\$ 8,481,761	\$ 254,652	\$ 8,704,132	\$ 8,836,048	\$ 773,135	\$ 10,304,405
San Mateo	\$ 14,450,429	\$ 5,863,388	\$ 14,563,353	\$ 885,694	\$ 15,745,551	\$ 956,884	\$ 16,319,240	\$ 987,971	\$ 17,241,414	\$ 1,654,467	\$ 17,961,595	\$ 17,961,595	\$ 2,891,924	\$ 20,946,420
Santa Barbara	\$ 8,657,369	\$ 1,118,182	\$ 11,078,836	\$ 551,843	\$ 11,619,868	\$ 993,525	\$ 12,414,598	\$ 760,393	\$ 13,116,127	\$ 590,980	\$ 13,460,000	\$ 13,663,994	\$ 4,446,292	\$ 15,934,650
Santa Clara	\$ 36,404,725	\$ 8,409,131	\$ 41,313,799	\$ 1,543,990	\$ 43,331,349	\$ 3,580,025	\$ 46,294,956	\$ 3,471,148	\$ 48,911,010	\$ 1,593,405	\$ 50,193,338	\$ 50,954,045	\$ 8,588,774	\$ 59,421,492

2014-15 - 2021-22  
Community Corrections Base and Growth Allocations  
(Final 2020-21)

County	2014-15 Base	2014-15 Growth	2015-16 Base	2015-16 Growth	2016-17 Base	2016-17 Growth	2017-18 Base	2017-18 Growth	2018-19 Base	2018-19 Growth	2019-20 Base	2020-21 Base	2020-21 Growth	2021-22 Base*
Santa Cruz	\$ 5,637,055	\$ 748,732	\$ 6,332,189	\$ 612,916	\$ 7,165,838	\$ 764,181	\$ 7,655,938	\$ 643,431	\$ 8,086,563	\$ 775,738	\$ 8,300,626	\$ 8,426,426	\$ 4,011,478	\$ 9,826,714
Shasta	\$ 6,741,871	\$ 2,487,750	\$ 6,794,556	\$ 342,732	\$ 7,126,367	\$ 256,950	\$ 7,613,768	\$ 1,093,649	\$ 8,044,010	\$ 193,179	\$ 8,254,904	\$ 8,380,012	\$ 879,833	\$ 9,772,586
Sierra	\$ 178,831	\$ 91,603	\$ 231,033	\$ 5,697	\$ 242,315	\$ 16,329	\$ 258,888	\$ 35,271	\$ 273,517	\$ 3,225	\$ 280,688	\$ 284,942	\$ 138,246	\$ 332,293
Siskiyou	\$ 1,110,942	\$ 356,271	\$ 1,296,058	\$ 52,299	\$ 1,359,351	\$ 86,398	\$ 1,452,322	\$ 427,770	\$ 1,534,390	\$ 57,783	\$ 1,574,618	\$ 1,598,483	\$ 1,301,556	\$ 1,864,115
Solano	\$ 9,077,651	\$ 3,143,755	\$ 10,466,801	\$ 402,396	\$ 10,977,944	\$ 386,517	\$ 11,728,771	\$ 297,427	\$ 12,891,545	\$ 490,823	\$ 12,716,421	\$ 12,909,145	\$ 3,494,812	\$ 15,054,363
Sonoma	\$ 9,657,516	\$ 4,530,253	\$ 9,732,986	\$ 371,092	\$ 10,208,294	\$ 604,266	\$ 10,906,481	\$ 496,743	\$ 11,527,789	\$ 3,457,472	\$ 11,824,888	\$ 12,004,101	\$ 4,662,774	\$ 13,998,919
Stanislaus	\$ 13,899,952	\$ 1,440,268	\$ 17,764,873	\$ 1,180,382	\$ 18,632,416	\$ 1,530,289	\$ 19,906,763	\$ 1,126,729	\$ 21,031,663	\$ 512,256	\$ 21,583,062	\$ 21,910,164	\$ 2,093,776	\$ 25,551,154
Sutter	\$ 2,692,639	\$ 1,024,819	\$ 2,713,681	\$ 287,448	\$ 2,846,203	\$ 161,826	\$ 3,040,867	\$ 225,183	\$ 3,212,701	\$ 737,851	\$ 3,296,930	\$ 3,346,897	\$ 2,752,776	\$ 3,903,078
Tehama	\$ 2,824,325	\$ 3,101,850	\$ 2,846,396	\$ 46,705	\$ 2,985,399	\$ 266,558	\$ 3,189,582	\$ 1,219,295	\$ 3,369,821	\$ 352,296	\$ 3,458,169	\$ 3,510,580	\$ 2,314,401	\$ 4,093,961
Trinity	\$ 427,173	\$ 220,005	\$ 580,154	\$ 26,124	\$ 608,486	\$ 27,350	\$ 650,103	\$ 62,243	\$ 686,839	\$ 12,094	\$ 704,846	\$ 715,529	\$ 164,052	\$ 834,434
Tulare	\$ 12,723,594	\$ 2,227,867	\$ 15,875,860	\$ 587,520	\$ 16,651,153	\$ 1,502,507	\$ 17,789,994	\$ 1,030,339	\$ 18,795,278	\$ 1,060,021	\$ 19,288,044	\$ 19,580,365	\$ 4,440,664	\$ 22,834,193
Tuolumne	\$ 1,389,149	\$ 183,692	\$ 1,776,122	\$ 133,987	\$ 1,862,858	\$ 145,887	\$ 1,990,266	\$ 123,527	\$ 2,102,733	\$ 676,050	\$ 2,157,862	\$ 2,190,565	\$ 289,023	\$ 2,554,589
Ventura	\$ 16,115,645	\$ 6,183,310	\$ 16,300,317	\$ 439,395	\$ 17,096,339	\$ 931,118	\$ 18,265,628	\$ 468,066	\$ 19,297,789	\$ 2,647,900	\$ 19,803,730	\$ 20,103,866	\$ 1,614,659	\$ 23,444,089
Yolo	\$ 6,506,453	\$ 3,279,053	\$ 6,689,128	\$ 221,316	\$ 7,015,790	\$ 644,623	\$ 7,495,628	\$ 347,977	\$ 7,919,194	\$ 132,618	\$ 8,126,816	\$ 8,249,982	\$ 3,952,578	\$ 9,620,949
Yuba	\$ 2,424,248	\$ 1,447,764	\$ 2,443,192	\$ 126,925	\$ 2,562,505	\$ 70,526	\$ 2,737,765	\$ 206,351	\$ 2,892,472	\$ 57,246	\$ 2,968,306	\$ 3,013,292	\$ 707,652	\$ 3,514,035
California	\$ 934,100,000	\$ 173,428,945	\$ 1,107,528,945	\$ 54,085,919	\$ 1,161,614,864	\$ 79,447,570	\$ 1,241,062,434	\$ 70,130,455	\$ 1,311,192,889	\$ 54,768,879	\$ 1,345,569,182	\$ 1,365,962,000	\$ 226,893,000	\$ 1,592,955,000

\* Estimate per the Department of Finance.

Note: The 2014-15 growth numbers include an additional \$64.8 million per Government Code section 30027.9, subdivision (a), paragraph (3). Although the Governor's May Revision realignment estimate displays \$998.9 million for base and \$108.6 million for growth, this chart reflects the restoration in the growth column as it was distributed using the growth formula. While the display is different, the total statewide and individual county allocations are the same.



## Detailed Description of Growth Allocation

For the growth formula to function as an incentive system, as it is designed to be, the incentives must be clear enough that counties know which outcomes are rewarded.

The formula is broken down into three categories in which there are sub-categories. The three are:

1. 2<sup>nd</sup> Striker Reduction= \$36,575 per reduction
2. Probation= 80%
3. Incarceration= 20%

In each of these categories, the formula rewards both ongoing success and year-over-year success.

### ***2<sup>nd</sup> Striker Reduction***

The first step in calculating growth allocations is to determine which counties sent fewer felons to prison with second-strike designations than in the previous year. Counties get a direct allocation of \$36,575 for each one fewer second striker than the previous year. This allocation is taken off the top, so it is not part of the portions allocated based on incarceration or probation. There is a cap of 10% of the overall growth funding for 2<sup>nd</sup> striker reduction allocations.

### ***Probation – 80%***

**Felony Probation Success – 60%:** Sixty percent of growth funds are allocated by taking a county's annual felony probation population and subtracting the number of those revoked to prison or jail. The number of each county's non-revoked probationers is then calculated as a share of the number statewide and the county receives that share of these funds.

**Felony Probation Improvement – 20%:** Twenty percent of growth funds are allocated to counties that improve their felony probation failure rate from one year to the next. A county's failure rate is determined by dividing its annual felony probation population by the number of probationers revoked to prison or jail. If that rate decreases from one year to the next, then the difference is multiplied by the county's total felony probation population. This gives the number that would have been revoked under the previous year's higher revocation rate. That number is then calculated as a share of the total number among all counties that qualify and the county receives that share of these funds.

### ***Incarceration – 20%***

**Incarceration Reduction – 10%:** Ten percent of the growth funds are allocated to counties that send fewer felons to prison on new convictions from one year to the next. The difference is then calculated as a share of the total difference among all counties that qualify and the county receives that share of these funds.

**Low Incarceration Rate – 10%:** Ten percent of the growth funds are allocated to counties that have a lower rate of incarceration per capita than the statewide rate. The rate is calculated by taking a county's number of felon admissions for new convictions and dividing it by the county's overall population. That rate is then compared to the statewide rate to determine how many more people would be imprisoned if the county's rate were not lower than the statewide rate. That number is then calculated as a share of the total number for all counties that qualify and the county receives that share of these funds.

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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

John Mannle, P.E., Director

Joe Blackwell, Deputy Director




**AGENDA REQUEST**

For the October 12, 2021 meeting of the Plumas County Board of Supervisors

October 4, 2021,

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line.

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District, discussion and possible action.

**Background:**

As the result of the resignation of a Quincy Maintenance Worker, effective October 14, 2021, there exists a vacancy for a Road Maintenance Worker in the Quincy Road Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

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

**Recommendation:**

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

# QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

## **Public Works Maintenance Worker / Public Works Maintenance Division – Quincy District**

Is there a legitimate business, statutory or financial justification to fill the position?

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

Why is it critical that this position be filled at this time?

**The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 10/14/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 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?

**Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.**

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

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.**

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to 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? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**



**DIRECTOR OF PUBLIC WORKS** <John Mammie> 04/20/21 (1) [1]

- COUNTY SURVEYOR
- COUNTY ENGINEER
- MANAGER, DEPENDENT SPECIAL DISTRICTS
- ROAD COMMISSIONER
- SOLID WASTE ADMINISTRATOR
- PCTC INTERIM EXECUTIVE DIRECTOR
- CO-MANAGER, FLOOD CONTROL & WATER CONSERVATION DISTRICT

**DEPT. FISCAL OFFICER / ADMIN. SERVICES MANAGER** <M. Crouche> 07/19/21 (1) [0]

- Fiscal Tech. Serv. Asst III (2) [2] <E. Hasse> 09/30/19 <Vacant>
- Fiscal Tech. Serv. Asst III (2) [2] <R. Thorman> 02/19/17 <A. Hammond> 09/25/17 <C. Foster> 03/01/14 <R. Isitt> 03/08/21
- Senior Env. Planner <J. Graham> 12/01/13
- Solid Waste Program Manager <C. Zimmerman> 07/11/20
- <S. Graham> 08/01/21
- Engineering Tech II <Mark Crews> (1) [1]

**PERMIT CENTER**

- Sr. Engineer Tech (2) [1] <E. Hasse> 09/30/19 <Vacant>
- Fiscal Tech. Serv. Asst. III (1) [1] <C. Tono> 11/23/20
- Recording Secretary (1) [0] <Vacant>

**HEADQUARTERS**

- Associate Engineer (4) [3] <R. Thorman> 02/19/17 <A. Hammond> 09/25/17 <C. Foster> 03/01/14 <R. Isitt> 03/08/21
- Senior Env. Planner <J. Graham> 12/01/13
- Solid Waste Program Manager <C. Zimmerman> 07/11/20
- <S. Graham> 08/01/21
- Engineering Tech II <Mark Crews> (1) [1]

**BECKWORTH**

- Road Maintenance Supervisor (1) [0] <D. Taylor> 06/30/20
- Road Maintenance Leadworker (1) [1] <C. Zimmerman> 07/11/20
- Road Maintenance Worker III (2) [2] <T. Rieley> 12/16/13 <R. Caldwell> 10/23/17
- Road Maintenance Worker I (1) [0] <Vacant>

**GREENVILLE**

- Road Maintenance Supervisor (1) [1] <D. Griffin> 12/25/17
- Road Maintenance Leadworker (1) [1] <A. Heard> 12/25/17
- Road Maintenance Worker III (3) [3] <Josh Miller> <Jim Johnson>
- Road Maintenance Worker II (2) [2] <T. Rogers> 12/03/19
- Road Maintenance Worker II (1) [1] <Griffin> 01/12/15

**CHESTER**

- Road Maintenance Supervisor (1) [1] <R. Furado> 12/17/17
- Road Maintenance Leadworker (1) [1] <F. Perez> 12/11/17
- Road Maintenance Worker III (3) [3] <W. Knecht> 12/29/13
- Road Maintenance Worker II (3) [1] <W. Kelly> 12/22/20 <Vacant> <Vacant>

**QUINCY**

- Road Maintenance Supervisor (1) [1] <J. Thomas> 11/18/13
- Road Maintenance Leadworker (1) [1] <Matt Champ> 06/20/21
- Road Maintenance Worker III (3) [3] <J. Buckley> 02/23/14 <M. McClellan> 1/23/17
- Road Maintenance Worker II (3) [3] <A. McNulty> 08/12/19 <C. Hermann> 01/21/20 <K. Elzeat> 03/16/20
- Road Maintenance Worker I (2) [1] <T. Bellah> 6/21/21 <K. Lee> 6/21/21 <Vacant>

**GRAEAGLE**

- Road Maintenance Supervisor (1) [0] <T. Kurpius>
- Road Maintenance Leadworker (1) [1] <Blackwell> 10/01/16
- Road Maintenance Worker III (1) [1] <D. Truemmer> 01/12/15
- Road Maintenance Worker I (1) [1] <R. Robinson> 02/01/16

**LAPORTE**

- Road Maintenance Supervisor (1) [1] <T. Reinerts> 9/9/13
- Road Maintenance Leadworker (1) [0] <G. Klein> 03/25/21
- Road Maintenance Worker III (1) [1] <L. Ramey> 03/30/21
- Road Maintenance Worker I (1) [1] <Vacant>

**FLEET MAINT.**

- Equipment Maint. Supervisor (1) [1] <Eric Braswell>
- Lead Equipment Mechanic (1) [1] <M. Turner> 4/21/14
- Mechanic Shop Technician (1) [1] <J. Morris> 7/8/13
- Equipment Mechanic II (4) [4] <Mark Kraus> <D. Wiley> 11/28/16 <J. Vizcarra> 07/05/19
- Equipment Mechanic I (1) [1] <J. McClure> 06/24/19
- Welder (1) [1] <Jeff Olischowka>
- Equipment Service Worker (1) [1] <S. Nesiman> 08/26/19 (10 Positions)

Director of Public Works  
Revision Date: 09/22/21



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

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



**Date:**      Oct. 4<sup>th</sup> 2021

**To:**      John Mannle/Joe Blackwell

**From:**      Keegin Lee

**Subject:**      Resignation

I hereby tender my resignation for my employment with Plumas County Department of Public Works, which will be effective on 10-14-2021 . I have the opportunity with a local company to make more money than I am currently making with the county. I thank you for the opportunity that I have had to date.

Very truly yours,

K. Lee  
Signature