



## BOARD OF SUPERVISORS

Terrell Swofford, 1<sup>st</sup> District  
Kevin Goss, Vice Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jon Kennedy, Chair 5<sup>th</sup> District

**AGENDA FOR ADJOURNED REGULAR MEETING OF AUGUST 26, 2014  
TO BE HELD AT 9:00 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

9:00 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. BOARD OF SUPERVISORS**

Report and update by Budget Consultant regarding the FY 2014-2015 Budget. Discussion and possible action

### **2. CONSENT AGENDA**

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

#### **A) COUNTY COUNSEL**

Adopt **RESOLUTION** designating the Place of Filing Statements of Economic Interests for Designated Positions of Special Districts

#### **B) CHILD SUPPORT SERVICES**

Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Painting for interior painting of the Child Support building, Quincy. Approved as to form by County Counsel

#### **C) COMMUNITY DEVELOPMENT COMMISSION**

Authorize the Executive Director to sign a letter assigning Plumas County's 2014 bond allocation to the California Rural Home Mortgage Financing Authority Homebuyers Fund (CHF) for inclusion in the CHF Mortgage Revenue Bond and/or Mortgage Credit Certificate (MCC) Program; and authorize the Plumas County Planning Director to sign a certification that the MCC Program is consistent with the County's Housing Element in order to make these programs more widely available in Plumas County

#### **D) PUBLIC HEALTH AGENCY/SHERIFF**

- 1) Approve and authorize the Chair to sign Non-Sup-plantation Certification Form from the California Department of Health, Emergency Preparedness Office (EPO) for the FY 2014-2015 Public Health Preparedness Program. Approved as to form by County Counsel
- 2) Approve submission of a Proposal to the County Medical Service Program (CMSP) for funding the Medi-Cal Outreach and Enrollment Pilot Project for Plumas County

### **3. CLOSED SESSION**

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

##### **Convene as the Flood Control and Water Conservation District Governing Board**

- A. Conference with legal counsel: existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9, Planning and Conservation League, et al v. Department of Water Resources, et al, Superior Court of Sacramento County, Super. Ct. No. 95CS03216, and/or the significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9

##### **Adjourn as the Flood Control and Water Conservation District Governing Board and reconvene as the Board of Supervisors**

- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, September 09, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

JA

**RESOLUTION NO. 14 -**

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
DESIGNATING THE PLACE OF FILING STATEMENTS OF ECONOMIC  
INTERESTS FOR DESIGNATED POSITIONS OF SPECIAL DISTRICTS**

**WHEREAS**, Government Code section 82011(b) provides that the Plumas County Board of Supervisors is the “code reviewing body” for any local government agency, other than a city, with jurisdiction wholly in the County of Plumas;” and

**WHEREAS**, as Government Code section 87500(p) provides that the code reviewing body may designate either the local government agency or the code reviewing body as the place of filing of statements of economic interests by designated positions for the purposes of the local agency’s conflict of interest code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors, County of Plumas, State of California, that for all agencies where the Plumas County Board of Supervisors is the code reviewing body of the agency’s conflict of interest code, the local government agency is designated as the place of filing of statements of economic interests by designated positions for the purposes of the local agency’s conflict of interest code.

**IT IS FURTHER RESOLVED** that this Resolution shall supersede all prior resolutions of the Plumas County Board of Supervisors to the extent the prior resolutions are inconsistent with the provisions of this Resolution.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 26th day of August, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chair, Board of Supervisors

**ATTEST:**

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Nancy DaForno,  
Clerk of the Board

# Memo

**To:** The Honorable Board of Supervisors

**From:** Michelle Blackford, Director of Child Support Services *MB*

**CC:**

**Date:** August 18, 2014

**Re:** Approve and Authorize the Chair to Sign Agreement Between PCDCSS and Plumas Painting for Interior Painting of the Child Support Building.  
(Approved as to Form by CC)

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## RECOMMENDATION

It is recommended that the Board approve the Maintenance Agreement between the Child Support Services and Plumas Painting for the interior painting of the Child Support building located at 522 Lawrence Street, Quincy, California.

## BACKGROUND AND DISCUSSION

The Child Support building located at 522 Lawrence St., Quincy, is in need of an interior paint job.

I have obtained prior approval (form attached) from the California Department of Child Support Services to utilize our 2014/2015 Administrative Funding for this project. No General Fund monies are requested or required. This Department will utilize revenue available due to salary savings to fund this project.

I have exercised due diligence in seeking a painting professional within Plumas County who is willing and/or able to meet the public works contract requirements necessary to complete this project. I was able to find only one contractor, Plumas Painting, willing to submit an estimate.

Thank you.

# Department of Child Support Services

522 Lawrence Street - Quincy, CA 95971 – (866) 901-3212 Fax (530) 283-6250



Michelle Blackford  
Director  
(530) 283-6117

August 18, 2014

I request that Dave McKee, DBA Plumas Painting, be waived from competitive bidding and be granted a Sole Source Service Contract by the Purchasing Agent due to being deemed reasonably necessary and in the "best interest of the County."

A handwritten signature of Michelle Blackford.

Michelle Blackford  
Director, Child Support Services

**APPROVED:**

COUNTY OF PLUMAS,  
A subdivision of the State of California

By \_\_\_\_\_

Chairperson  
Plumas County Board of Supervisors  
As "Purchasing Agent"

Dated \_\_\_\_\_

## Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **CHILD SUPPORT SERVICES** department (hereinafter referred to as "County"), and **DAVE MCKEE**, an individual, doing business as **PLUMAS PAINTING** (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 Twenty-Four Thousand Dollars and 00/100 (\$24,000.00) (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 December 31, 2014, 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 C-33 painting contractor, issued by the State of California, No. 728029.
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:

Plumas County DCSS  
522 Lawrence St.  
Quincy, CA 95971  
Attention: Michelle Blackford, Director

Contractor:

Plumas Painting  
3150 Ridgerun Rd.  
Quincy, CA 95971  
Attention: Dave McKee

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. 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.

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

**CONTRACTOR:**

Dave McKee

Dave McKee  
Plumas Painting

Date: 8-18-14

**COUNTY:**

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

By: Michelle Blackford  
Name: Michelle Blackford  
Title: Plumas County DCSS Director

Date: 8-18-14

Approved as to form:  
Plumas County Counsel

By: Stephen L. Mansell  
Stephen L. Mansell  
Deputy County Counsel



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Chairperson  
Plumas Co. Board of Supervisors

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Date

**EXHIBIT A**

**Scope of Work**

1. Patch all holes and gaps, prime bare wood, and paint (2 coats) all interior walls of the Child Support Building located at 522 Lawrence St., Quincy, CA 95971.
2. Move office furniture as needed for painting purposes.
3. Provide and pay for all labor, materials, taxes, and insurance.
4. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

## **EXHIBIT B**

### **Fee Schedule**

1. Contractor is to be paid a flat fee for the entire painting project per the provisions in No. 3 of the Fee Schedule. See attached Estimate from Plumas Painting for amount.
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

**Plumas Painting**  
License # 728029 ~ Bonded & Insured  
**Dave & Jesse McKee**  
**3150 Ridgerun Rd., Quincy, CA**

**Plumas County Child Support Services**  
Lawrence St., Quincy

**7-25-14**

**Interior Painting Estimate:**

This estimate includes the painting of the entire interior of the building. Plumas Painting will fill all holes and gaps before painting. We will also prime any bare wood areas with the appropriate primer. Most of the painting will be completed via spray application, the remainder will be rolled and brushed (2 coats throughout). We hope to co-ordinate with the carpet company and do the painting while the carpet is removed.

<b>Labor.....</b>	<b>\$ 18,000.00</b>
<b>Materials.....</b>	<b><u>2,700.00</u></b>
<b>Total.....</b>	<b>\$ 20,700.00</b>

**(THIS IS AN ESTIMATE. THIS JOB WILL NOT EXCEED \$24,000.00)**

**Thanks very much for considering Plumas Painting!**

*DM*

Contact: Dave or Sandy McKee  
530-283-1178 (Office)  
530-260-2401 (Cell)  
FAX: 530-283-1178 (Please call ahead)  
Email: [dmckee@digitalpath.net](mailto:dmckee@digitalpath.net)

*SM*

**PLUMAS COUNTY  
COMMUNITY DEVELOPMENT COMMISSION**

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*dc*

August 26, 2014

Ms. Misty Armstrong, Program Manager  
California Debt Limit Allocation Committee  
915 Capitol Mall, Room 303  
Sacramento, CA 95814  
Tel: (916) 653-3255 Fax: (916) 653-6827

Re: Plumas County – 2014 Single Family Allocation

Dear Ms. Armstrong:

This letter is to request that CDLAC assign Plumas County's 2014 allocation to CRHMFA Homebuyers Fund (CHF) for inclusion in their Mortgage Credit Certificate (MCC) Program. This authorization also consents to all CHF 2014 and 2015 Programs.

If any supplemental allocation is available at the end of the year, the County would like to be notified and considered for a portion of that allocation for MCC Programs.

Plumas County is a Member of CHF. No further action is required for this assignment to occur. Please let us know if you require additional information.

Sincerely,

Thomas J Yagerhofer  
Interim Executive Director

cc: CHF / Craig Ferguson, Vice President

## ATTACHMENT K

### HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BONDS FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

*Note: To be completed by each participating jurisdiction.*

**Certification of the Plumas County (Participating Jurisdiction)**

In connection with the following Qualified Private Activity Bond Application:

**APPLICANT:** California Home Finance Authority (CHF) for a Mortgage Credit Certificate Program.

The undersigned officer of Plumas County (Participating Jurisdiction) hereby certifies as follows:

1. I, Randell Wilson (Name), am the Planning Director (Title) of Plumas County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Plumas County (Participating Jurisdiction) in which the proposed program will operate, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

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Signature of Senior Official

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Randell Wilson

Print or Type Name

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Planning Director

Title

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Date



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3D1

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** August 19, 2014

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Item for August 26, 2014

**Recommendation:** Authorize the Chair to sign the Non-Supplantation Certification Form from the California Department of Health, Emergency Preparedness Office (EPO) for the 2014-2015 Public Health Preparedness Program.

**Background Information:** Commencing FY 2001-2002, Plumas County Public Health Agency contracted with the State Department of Health for both State and Federal funds to develop and maintain various aspects of Public Health Preparedness, including Local Health Department (LHD) and Community preparedness, National Smallpox Vaccine program, Hospital Preparedness Program (HPP), and Pandemic Influenza Prevention/Planning, and H1N1 Pandemic Influenza.

The 2014-2015 EPO Comprehensive Agreement includes Public Health Emergency Preparedness (PHEP) Centers for Disease Control and Prevention (CDC) Allocation, State General Fund Pandemic Influenza Allocation, and Hospital Preparedness Program (HPP) Allocation.

A copy of the Non-Supplantation Certification Form is on file with the Clerk of the Board for your review.

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



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

3DA

**Mimi Khin Hall, MPH, CHES, Director**

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: August 19, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall, Public Health Director  
Greg Hagwood, Plumas County Sheriff

Cc: Chad Hermann, Jail Commander

Agenda: Consent Item for August 26, 2014

**Recommendation:** Approve submission of a Proposal to the County Medical Service Program (CMSP) for Funding the Medi-Cal Outreach and Enrollment Pilot Project for Plumas County.

**History/Background:** The CMSP Governing Board was a recipient of a grant from the California Department of Health Care Services as part of the AB 82, Section 71 effort funded by The California Endowment. The CMSP Governing Board is now requesting proposals for Medi-Cal outreach and enrollment activities to occur within Alpine, Amador, Butte, Calaveras, Colusa, Glenn, Humboldt, Imperial, Inyo, Lake, Lassen, Mariposa, Mono, Nevada, Plumas, San Benito, Sierra, Trinity, Tuolumne, Yolo and/or Yuba counties.

Medi-Cal outreach and retention efforts should focus on one or more of the following populations within one or more of the 21 targeted CMSP counties:

- Persons with mental health disorder needs;
- Persons with substance use disorder needs;
- Persons who are homeless;
- Young men of color;
- Persons who are in county jail, in state prison, on state parole, on county probationer under post release community supervision;
- Families of mixed-immigration status;
- Persons with limited English proficiency.

Applicants are encouraged to use best practices, innovations, and knowledge of both their community and selected target population(s) when developing their proposal. Award amounts are expected to range between \$5,000 to \$40,000 per year (\$10,000 to \$80,000 total)

depending on the size of the grantee's target population, the range of outreach activities to be conducted, and the number of counties served. The wide range in funding allocation amounts was designed to encourage a variety of applications from small, community-based organizations to larger public organizations.

The CMSP Local Health Connections Pilot Project was developed to test the effectiveness of providing local-level services and support to designated CMSP enrollees and likely CMSP enrollees with complex medical and/or social conditions. The goal of the pilot project was to promote the timely deliverer of necessary medical and support services to the target population, improve health outcomes for the target population, link the target population to other resources and support, and improves the overall cost-effectiveness of expenditures made on behalf of the target population.