

## **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 JANUARY 19, 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](#)

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

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

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

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

### **PLEDGE OF ALLEGIANCE**

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

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

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

## **2. CONSENT AGENDA**

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

### **A) PUBLIC HEALTH AGENCY**

- 1) Approve exemption to 30-day limit for Extra Help (Nursing) to perform essential services in the Nursing Division [View Item](#)
- 2) Approve and authorize the Chair to sign service agreement(s), not to exceed \$9,000, between County of Plumas and Crescent Tow and Repair, and Lake Almanor Tow, effective July 1, 2020; approved as to form by County Counsel [View Item](#)

### **B) BEHAVIORAL HEALTH** [View Item](#)

- 1) Authorize payment of \$1,856, without a contract, to Adventist Health for psychiatric therapy services
- 2) Authorize payment of \$3,689.40, without a contract to JCG Technologies, Inc. for live streaming software for Behavioral Health Commission meetings
- 3) Adopt **RESOLUTION** authorizing the Behavioral Health Director to sign the California Medication Assisted Treatment Expansion Project 2.0 Memorandum of Understanding

### **C) CLERK-RECORDER**

Approve, and authorize the Acting Clerk-Recorder to sign, 5<sup>th</sup> Amendment to Agreement, not to exceed \$9,999, between County of Plumas and DataSafe, Inc., for storage of microfilm of archived county records, effective December 15, 2020; approved as to form by County Counsel [View Item](#)

### **D) PLANNING**

- 1) Approve and authorize the Chair to sign amendment for time extension for contract for consulting services executed August 10, 2020 by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign amendment for time extension for services agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc. for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel [View Item](#)

### **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District

#### **Convene as the Walker Ranch Community Services District Governing Board**

3. **WALKER RANCH COMMUNITY SERVICES DISTRICT** – Robert Perreault

Approve and authorize the Chair to sign agreement, not to exceed \$26,000, for accounting services with Bequette & Kimmel Accountancy Corp.; approved as to form by County Counsel **View Item**

#### **Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

4. **DEPARTMENTAL MATTERS**

A) **PUBLIC WORKS** – Robert Perreault

Award construction contract to the lowest responsible bidder, Dig It Construction, Inc., not to exceed \$345,638 for Quincy-LaPorte Storm Damage Repair Project, and authorize the Chair to sign related documents, subject to approval by County Counsel; discussion and possible action **View Item**

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

- 1) Adopt **RESOLUTION** amending the 2020-2021 County Personnel Allocation for Public Health, Budget Unit 70560 and 70559 (Public Health Program Division Chief), effective December 1, 2020. **Roll call vote View Item**
- 2) Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Assistant Director of Public Health, created by vacancy, effective December 18, 2020; discussion and possible action **View Item**

C) **FACILITY SERVICES** – Kevin Correia

- 1) Appropriate \$85,000 from the General Fund Contingency (20980-528400) to Contributions (2003158-58000) to facilitate transfer of Contingency funds of \$85,000 to Facilities (2012048 48000) to meet new CalOSHA COVID regulations; and approve Supplemental budget adjustment to increase budget in Dept. 20120 Facilities, Account 520419 COVID PPE & CLEANING COSTS ” to cover costs of daily COVID-19 cleaning at all county facilities; **four/fifths required roll call vote View Item**
- 2) Approve supplemental budget of \$53,861.94 authorizing Facility Services (20120-521300) to receive COVID-19 Relief Funds, to reimburse budget for unanticipated expenses, due to purchasing PPE and mitigating public and employee health concerns; **four/fifths required roll call vote View Item**

D) **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Approve and authorize the County Administrator to sign and submit letter to the State Department of Food and Agriculture, regarding the annual financial statements for Plumas and Sierra counties, as related to Food and Agriculture Code §224(g), and to request a waiver of the Plumas and Sierra counties funding requirements under Food and Agriculture Code Subsection 225.5 for FY 2019-2020; discussion and possible action **View Item**

**5. BOARD OF SUPERVISORS**

- A. Presentation of *Certificate of Appreciation and Recognition* of Charles Leonhardt, Plumas County Assessor, thanking him for his years of service to the citizens of Plumas County
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments [View Item](#)  
**SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**  
Appoint Supervisor Ceresola to the Sierra Valley Groundwater Management District Board of Directors, and Supervisor Goss as alternate

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

**6. BOARD OF SUPERVISORS**

- A. Interviews of Applicants to fill the vacancy of Plumas County Clerk-Recorder/Registrar of Voters, created by retirement of Kathleen Williams, effective December 30, 2020
- B. Discussion and possible action to fill vacancy of Plumas County Clerk-Recorder/Registrar of Voters

**7. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBS-600342)
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. 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, February 2, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** January 6, 2021  
**To:** Honorable Board of Supervisors  
**Cc:** Nancy Selvage, Human Resource Director  
**From:** Andrew Woodruff, Director of Public Health  
**Re:** Item for January 19, 2021

**Recommendation:** Approve exemption to 30-day limit for Extra Help (Nursing) to perform essential services in the Nursing Division.

**Background:** Plumas County Public Health Agency is experiencing a serious shortage of nursing staff resulting in the need for immediate and ongoing extra help.

As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. It is critical that this position is filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations. Edie O'Connor, our retired physician's assistant, has agreed to come back to work as extra help.

**Fiscal Impact:** There is no fiscal impact to the General Fund as this position is fully funded by COVID 19 funds received by Public Health.

Please contact me if you have any questions or further needs.



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** January 7, 2021  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Agenda:** Item for January 19, 2021

**Item Description/Recommendation:** Approve and direct the Chair to sign service agreements #PCPHA2021CTS with Crescent Tow and Repair in the amount of \$9,000.00 and #PCPHA2021LAT with Lake Almanor Tow in the amount of \$9,000.00 to provide Vehicle towing, repairs and maintenance, and approve ratification of payments of the services rendered to date.

**History/Background:** As the Board is aware the auditor requires agreements for all services in order to pay the invoice. The service agreement is for vehicle towing, repairs and maintenance on County vehicles.

This Service Agreement has been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: January 19, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize \$1,856.00 payment to Adventist Health for psychiatric therapy services.
2. It is respectfully requested the Board of Supervisors approve and authorize \$3,689.40 no contract payment to JCG Technologies, INC. live streaming software for Behavioral Health Commission Meetings.
3. It is respectfully requested the Board of Supervisors adopt RESOLUTION, authorizing Director Tony Hobson to sign the California Medication Assisted Treatment Expansion Project 2.0 Memorandum of Understanding.

### **BACKGROUND AND DISCUSSION:**

1. It is respectfully requested the Board of Supervisors approve and authorize \$1856.00 no contract payment to Adventist Health for specialty mental health fees. Behavioral Health is entering into an agreement for fiscal year 2021/22. County Counsel approved this request.
2. It is respectfully requested the Board of Supervisors approve and authorize \$3,689.40 no contract payment to JCG Technologies, INC. live streaming software for Behavioral Health Commission Meetings. Behavioral Health Commission meetings should be available on the County website for livestreaming, referencing past meetings agendas, minutes. Behavioral Health will enter into a service agreement for fiscal year 2021/22 for technical support.
3. It is respectfully requested the Board of Supervisors adopt RESOLUTION, authorizing Director Tony Hobson to sign the California Medication Assisted

Treatment Expansion Project 2.0 Memorandum of Understanding. Dr. Hobson will further be authorized to sign any applications, as grant director and primary point of contact as Acting AOD program Administrator for California Medicated Assisted Treatment Expansion funds for 2021 or fiscal year 20-21.

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

**Adventist Health**

Adventist Health St. Helena  
10 Woodland Rd.  
St. Helena, CA 94574  
NPI 1720078082

TAX I.D. 94-1279779

St. Helena Hospital  
Center for Behavioral Health  
525 Oregon St.  
Vallejo, CA 94590  
NPI 1851381990

**RECEIVED**  
DEC 10 2020

BY: .....

# Physician Fee's Invoice

Bill To
Plumas County Mental Health
270 County Hospital Rd., Ste. 109 Quincy, CA 95971

PLEASE REMIT TO:  
Adventist Health  
PO Box 398845  
San Francisco, CA  
94139-8845

Date	Invoice #
11/30/2020	48200770058

Terms

DOCTOR	PATIENT NAME	I.D. NUMB...	DOS	PROCEDURE / DX	RATE
Prayaga, S. 1700120995			9/30/2020	90791 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/1/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/2/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/3/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/4/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/5/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/6/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/7/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/8/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/9/2020	99232 Q6 / F32.9	116.00
Shahzada, S. 1831345784			10/10/2020	99232 / F32.9	116.00
Shahzada, S. 1831345784			10/11/2020	99232 / F32.9	116.00
Prayaga, S. 1700120995			10/12/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/13/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/14/2020	99232 Q6 / F32.9	116.00
Prayaga, S. 1700120995			10/15/2020	99239 Q6 / F32.9	116.00

PLEASE REMIT TO:  
Adventist Health  
PO Box 398845  
San Francisco, CA 94139-8845

**Total** \$1,856.00

Payments/Credits \$0.00

**Balance Due** \$1,856.00

Any questions, contact Beverly Crites at 707-963-3611 ext 3544 or critesbj@ah.org



# Invoice

Date	Invoice #
12/31/2020	7840

Bill To
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Plumas County, Behavioral Health, CA  
270 County Hospital Rd, #109  
Quincy, CA 95971  
Attn: Accounts Payable

Ship To
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Plumas County, Behavioral Health, CA  
270 County Hospital Rd, #109  
Quincy, CA 95971  
Attn: Che Shannon  
PH: 530 283-6307 X1041

P.O. No.	Terms
Email Order	Due on Receipt of I...

Rep	Ship Date	Ship Via
	12/31/2020	

Q	Item	Description	Rate	Amount
1	LMR-002	JCG Liberty Meeting Recorder 2-Ch Liberty Meeting Recorder - 2- Channel LMR 2-Ch ~ LMR 2101-02680	2,495.00	2,495.00T
1	LMR - Broadcast Feature	Broadcast Feature for LMR	300.00	300.00T
1	LMR - Live Streaming	RTSP/RTP Streaming	300.00	300.00T
	Sales Discount	Sales Discounts - 2 Feature Purchase Discount	-105.00	-105.00
1	JCGSSP	JCG Support Services Package Begins: January 1, 2021 ~ Expires: December 31, 2021	450.00	450.00T

Please Remit Payment to:

JCG TECHNOLOGIES, INC.  
9941 E. Mission Lane  
Scottsdale, AZ 85258-5634  
PH: 480 661-5629

<b>Subtotal</b>	\$3,440.00
<b>Sales Tax</b> (0.0%)	249.40 \$0.00
<b>Total</b>	\$3,440.00

3689.40

**Resolution No. 21 –**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA CONTINUING THE AUTHORIZATION OF THE COUNTY TO PARTICIPATE IN THE MEDICATION ASSISTED TREATMENT EXPANSION PROJECT FUNDING OPPORTUNITY AVAILABLE AS A RESULT OF THE STATE TARGETED RESPONSE TO THE OPIOID CRISIS AUTHORIZED BY SECTION 1003 OF THE 21<sup>ST</sup> CENTURY CURES ACT, FUNDING OPPORTUNITY T1-17-014**

**The Plumas County Board of Supervisors Finds:**

**WHEREAS**, on April 16, 2019, the Plumas County Board of Supervisors designated the Director of Behavioral Health, Tony Hobson, as the grant director and the primary point of contact to be the Acting AOD Program Administration, and authorized the County's participation in the California Medication Assisted Treatment Expansion Project 2.0 allocation in Fiscal Year 2018-19; and

**WHEREAS**, additional funds were provided in an Implementation Grant: MAT in County Criminal Justice Settings, effective from January 31, 2020, through December 31, 2020, by and between Plumas County Behavioral Health and Health Management Associates, Inc.; and

**WHEREAS**, Plumas County was expected to spend any funds received by December 31, 2020,

And, **WHEREAS**, Plumas County anticipates that additional California Medication Assisted Treatment Expansion Project funds will be available for the calendar year 2021,

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF PLUMAS, CALIFORNIA**, to authorize Plumas County's continued participation in the California Medication Assisted Treatment Expansion Project 2.0 for January 31, 2020 – December 31, 2020, and authorize Director Hobson to sign the attached California Medication Assisted Treatment Expansion Project 2.0 Memorandum of Understanding. Director Hobson is further authorized to sign any applications for California Medication Assisted Treatment Expansion Project funds for 2021, or fiscal year 2021-2022. Further, any signatures on the original

application and Director Hobson's signature on the prior Medication Assisted Treatment Expansion Project 2.0 for Fiscal Year 2018-2019 is hereby ratified.

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 19<sup>th</sup> Day of January 2021, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Jeff Engel  
Chair, Plumas County Board of Supervisors

ATTEST:

By:

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Nancy L. DaForno  
Clerk of the Board

# California Medication Assisted Treatment Expansion Project 2.0

## Memorandum of Understanding

MOU Number: 2020-027

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the "Agreement"), shall be effective this January 31, 2020 through December 31, 2020 the "Term").

BY AND BETWEEN Plumas County Behavioral Health (the "Applicant Agency") and Health Management Associates, Inc. (the "Sub-Recipient" and, together with Applicant Agency, the "Parties" and each a "Party"), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") and the State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the "STR Opioid Grant") pursuant to an agreement between DHCS and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the STR Opioid Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "Distribution Purpose").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Plumas County Behavioral Health has opportunity to receive up to \$75,000 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to expand knowledge about and access to MAT opportunities for persons incarcerated in Plumas County. Specific grant activities will be: to provide nurse-led psychoeducation on opioid and stimulant addiction to incarcerated persons in all county facilities, facilitate referral to MAT providers in the jails, and support navigation of access to MAT and psychosocial treatment for detainees following incarceration.
2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by December 31, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report; and (c) a Final Project Report and Financial Report

within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Plumas County Behavioral Health
Doing Business As (if applicable)	N/A
Street Address	270 County Hospital Road, Suite 109
City, State, Zip	Quincy, CA 95971
Mailing Address, if different	N/A

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Tony Hobson	Tori Brown <i>Tony Hobson</i>	Tori Brown <i>Tony Hobson</i>
Behavioral Health Director	Acting AOD Program Administrator	Acting AOD Program Administrator
thobson@pcbh.services	tbrown@pcbh.services	tbrown@pcbh.services
530-283-6307	520-283-6307	520-283-6307

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient has paid the full amount requested by the Applicant Agency (\$70,046.98) to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
6. **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street,

Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at 270 County Hospital Road, Suite 109, Quincy, CA 95971. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section

7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
  - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
  - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
    - ii. Violation of a Federal or State antitrust statute;
    - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
    - iv. False statements or receipt stolen property
  - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
  - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW. This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws or provisions thereof to the extent

such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

Approved:

By: \_\_\_\_\_  
Kevin Goss - Chair  
Board of Supervisors

APPLICANT AGENCY:

PLUMAS COUNTY BEHAVIORAL HEALTH

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Nancy DeForno  
Clerk of the Board of  
Supervisors

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: \_\_\_\_\_  
Kelly Johnson

Name: Kelly Johnson

Title: Chief Administrative Officer

Approved as to form:

\_\_\_\_\_  
Sara James  
Deputy Plumas County Counsel

## PLUMAS COUNTY CLERK~RECORDER

Courthouse  
520 Main Street, Room 102,  
Quincy, CA 95971

Recorder Division (530) 283-6218  
Elections Division (530) 283-6256  
Fax: (530) 283-6155



**Julie Hagwood**

Acting Clerk-Recorder

Registrar of Voters

[juliehagwood@countyofplumas.com](mailto:juliehagwood@countyofplumas.com)

DATE: January 11, 2021 for Board Agenda 1/19/2021

TO: Honorable Board of Supervisors, County of Plumas

FROM: Plumas County Clerk Recorder

SUBJECT: Ratification and Approval of Amended Agreement between DataSafe, Inc. and County of Plumas for Microfilm Storage

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

1. Ratify and approve the amended agreement with DataSafe, Inc. for official records microfilm storage. The amended agreement is to extend the contract previously approved by the Board for an additional one (1) year.
2. Authorize Julie Hagwood, Acting-Interim County Clerk-Recorder, to sign the contract and enter into the amended agreement for these services with DataSafe, Inc. The amendment has been reviewed and approved to form by the office of the County Counsel.

### **BACKGROUND:**

DataSafe, Inc. is the secured storage facility located in Sacramento, California, where the County stores microfilm of all the documents, vital records, and archived maps recorded in the Clerk-Recorder's office. This off-site location provides a climate controlled, secure location for these valuable records.

**FIFTH AMEDEMMENT TO AGREEMENT  
BY AND BETWEEN  
COUNTY OF PLUMAS AND DATASAFE, INC.  
(Ratification)**

This Fourth Amendment to Agreement ("Amendment") is made as of \_\_\_\_\_, 20\_\_ between the COUNTY OF PLUMAS, a political subdivision of the STATE OF CALIFORNIA, by and through its Clerk-Recorder's Office (hereinafter referred to as "County"), and DATASAFE, INC., a California corporation (hereinafter referred to as "Contractor").

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. Contractor shall continue to provide the County with services as set forth in Exhibit A or original contract.
  - b. Because the County continues to require the services of Data Safe, Inc. beyond the original expiration date of the Service Agreement, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. The termination date of the Agreement shall be extended from December 15, 2020 to December 15, 2021.
  - b. The maximum compensation payable from County to Contractor for the period between December 16, 2020 to December 15, 2021 shall not exceed Nine Thousand Nine Hundred Ninety Nine Dollars (\$9,999.00)
3. **RATIFICATION: TERM:** The term of this Agreement commences December 15, 2018 and shall remain in effect through December 16, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by DATASAFE, INC. following expiration of the prior Amendment between parties on DECEMBER 15, 2020 to date of approval of this Agreement by the Board of Supervisors.
4. **Effectiveness of Agreement:** Except as set forth in this Fourth Amendment of Agreement, all provisions of the Agreement dated December 12, 2012, shall remain unchanged and in full force effect.

**CONTRACTOR:**

DataSafe, Inc., a California Corporation

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

Name: Rob Reis

Title: Secretary/CFO

**COUNTY:**

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

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

Name: Julie Hagwood

Title: Acting County Clerk-Recorder

**APPROVED:**

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

Name: Jeff Engle

Title: Chairperson of the Board


**ATTEST:**

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

Nancy DaForno

Clerk of the Board of Supervisors

Approved as to form:



\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel

1/11/2021



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## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** January 19, 2021

**SUBJECT:** **CONSENT ITEM:** Amendment for time extension for contract for consulting services executed August 10, 2020 by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program

### **STAFF RECOMMENDATION:**

1. Approve and authorize the Chair to sign amendment for time extension for contract for consulting services executed August 10, 2020 by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel

### **BACKGROUND/DISCUSSION:**

Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area. Sierra Institute, through Proposition 1 funds provided by DWR, is supporting technical assistance efforts by Plumas County for the purposes of assessment, capacity building, and technical assistance to small drinking water systems.

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region.

As a result of COVID-19 delays and the delay in securing a modified contract from DWR that slowed project work and reimbursement, Sierra Institute for Community and Environment is extending the agreement with Plumas County for a period of one (1) year or until December 15, 2021 to complete the scope of work. All other obligations of the original agreement dated August 10, 2020 remain in full force and effect.

### **ATTACHMENT:**

1. Amendment to Contract for Consulting Services; approved as to form by County Counsel



As a result of COVID-19 delays and the delay securing a modified contract from the California Department of Water Resources that slowed project work and reimbursement, Sierra Institute for Community and Environment will extend the agreement with Plumas County to December 15, 2021 or until all parties' obligations under the agreement are fully satisfied, whichever occurs earlier.

Both parties agree that all obligations and work products outlined in the original agreement, dated August 10, 2020, will hold as agreed upon by both parties in the original document.

Sierra Institute for Community and Environment:

\_\_\_\_\_  
Jonathan Kusel, Ph.D.  
Executive Director

Date \_\_\_\_\_

Plumas County:

\_\_\_\_\_  
~~Kevin Goss~~ Jeff Engel  
Chair, Plumas County Board of Supervisors

Date \_\_\_\_\_

Approved as to form:

 1/8/2021  
\_\_\_\_\_  
COUNTY COUNSEL

P.O. Box 11 | 4438 Main Street | Taylorsville, CA 95983  
[www.Sierrainstitute.us](http://www.Sierrainstitute.us)

(530) 284-1022 Phone  
(530) 284-1023 Fax

*Promoting healthy and sustainable forests and watersheds by investing in the well-being of rural communities and strengthening their participation in natural resource decision-making and programs.*



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## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** January 19, 2021

**SUBJECT:** **CONSENT ITEM:** Amendment for time extension for services agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc. for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program

### **STAFF RECOMMENDATION:**

1. Approve and authorize the Chair to sign amendment for time extension for services agreement executed on August 28, 2020 by and between County of Plumas and Hinman and Associates Consulting, Inc. for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel

### **BACKGROUND/DISCUSSION:**

Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area. Sierra Institute, through Proposition 1 funds provided by DWR, is supporting technical assistance efforts by Plumas County for the purposes of assessment, capacity building, and technical assistance to small drinking water systems.

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region.

As a result of COVID-19 delays and the delay in securing a modified contract from DWR that slowed project work and reimbursement, Plumas County is extending the agreement with Hinman and Associates Consulting, Inc. for a period of one (1) year or until December 15, 2021 to complete the scope of work. All other obligations of the original agreement dated August 28, 2020 remain in full force and effect.

### **ATTACHMENT:**

1. Amendment to Services Agreement; approved as to form by County Counsel

## FIRST AMENDMENT TO AGREEMENT

### BY AND BETWEEN

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

This First Amendment to Agreement ("Amendment") is made on January 19, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Hinman and Associates Consulting, Inc., a California Corporation ("CONTRACTOR") who agrees as follows:

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

- a. PLUMAS COUNTY and Hinman and Associates Consulting, Inc. have entered into a written Agreement dated August 28, 2020, (the "Agreement"), in which Hinman and Associates Consulting, Inc. agreed to provide Administrative services to Plumas County in association with the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program.
- b. Because of the need for an extension of the term of the agreement to complete the scope of work the parties desire to change the Agreement.

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

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

Term. The term of this agreement shall be from September 1, 2020 through December 15, 2021, unless terminated earlier as provided herein.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated August 28, 2020, shall remain unchanged and in full force and effect.

#### CONTRACTOR:

Hinman and Associates Consulting, Inc., a  
California Corporation

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

Name: Uma Hinman

Title: President and Treasurer

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

#### COUNTY:

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

By: Tracey Ferguson

Name: Tracey Ferguson

Title: Planning Director

Date signed: 1/11/2021

**COUNTY:**

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

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

Jeff Engel

~~Kevin Goss~~, Chair  
Board of Supervisors

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

**ATTEST:**

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

Nancy DaForno  
Clerk of the Board of Supervisors

Approved as to form:



COUNTY COUNSEL

1/8/2021

## 3

*Robert A. Perreault, Jr., P.E.*

Attachment: Proposed, replacement contract

**PROFESSIONAL SERVICES AGREEMENT  
FOR PROVIDING ACCOUNTING SERVICES  
WALKER RANCH COMMUNITY SERVICES DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2021 ("Effective Date"), by and between WALKER RANCH COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California ("WRCSD"), and BEQUETTE, KIMMEL, AND ORAVETZ ACCOUNTANCY CORPORATION, a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, WRCSD proposes to have Consultant provide professional accounting services and support for WRCSD; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, WRCSD and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. **Scope of Services.** Consultant shall provide the professional services described in the Scope of Work identified in Exhibit "A", incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant shall be paid in accordance with the Compensation set forth in Exhibit "B", incorporated herein by reference. Consultant's compensation shall in no case exceed twenty-six thousand dollars (\$26,000) until the termination date written in Section 4.1 of this Agreement.

2.2. **Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the WRCSD. If such funding and/or appropriations are not forthcoming, or otherwise limited, WRCSD may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

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

2.4. **Method of Billing.** Consultant may submit invoices to WRCSD's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to WRCSD's sole satisfaction. WRCSD shall pay Consultant's invoice within forty-five (45) days from the date WRCSD receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to WRCSD or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence upon the Effective Date of this agreement and continue for three years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

Bequette & Kimmel may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, Bequette & Kimmel shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless Bequette & Kimmel is responsible for early termination, Client agrees to release Bequette & Kimmel from all liability for services performed.

4.3. Compensation. In the event of termination, WRCSD shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of WRCSD's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the WRCSD or in the possession of the Consultant.

\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_

4.4 **Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the WRCSD within ten (10) days of delivery of termination notice to Consultant, at no cost to WRCSD. Any use of uncompleted documents without specific written authorization from Consultant shall be at WRCSD's sole risk and without liability or legal expense to Consultant.

## 5.0. INSURANCE

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

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

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

- (a) Each policy shall be endorsed to name the WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the WRCSD, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the WRCSD, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

\_\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_\_

- (e) Contractor's policy shall be primary insurance as respects the WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the WRCSD before the WRCSD's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- (g) Contractor agrees to require insurers to provide notice to WRCSD thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to WRCSD of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the WRCSD.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

**5.3. Certificates of Insurance.** Contractor shall provide to WRCSD certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by WRCSD, prior to performing any services under this Agreement. WRCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

\_\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_\_

## 6.0. GENERAL PROVISIONS

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

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

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

6.3. **Project Managers.** WRCSD shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

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

### **IF TO CONSULTANT:**

John Kimmel, President  
Bequette & Kimmel  
307 Main Street  
Quincy, CA 95971  
Tel: (530) 283-0680  
Fax: (530) 283-0684

### **IF TO WRCSD:**

Robert A. Perreault, Jr., P.E., Manager  
Walker Ranch Community Services District  
1834 East Main Street  
Quincy, CA 95971  
Tel: (530) 283-6268  
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

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

\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_

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

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

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

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

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

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

\_\_\_\_ WRCSO Initials

Contractor Initials \_\_\_\_\_

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

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

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

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

**6.15. Prohibited Employment.** Consultant will not employ any regular employee of WRCSD while this Agreement is in effect.

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

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

\_\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_\_

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

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

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

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

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

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

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

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

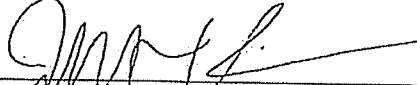
[SIGNATURES FOLLOW ON THE NEXT PAGE]

\_\_\_\_\_ WRCSD Initials

Contractor Initials \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.


**FOR BEQUETTE & KIMMEL ACCOUNTANTANCY CORPORATION**

  
Signature (President)

Date: 11/24/20

John A Kumar  
Print Name

Pres  
Title

  
Signature (CFO)

Date: 11/24/20


John A Kumar  
Print Name

CFO  
Title

Taxpayer ID Number: 94-2857321


**FOR WALKER RANCH COMMUNITY SERVICES DISTRICT**

APPROVED AS TO SCOPE OF WORK:

  
Robert A. Perreault, Jr., P.E.  
County Engineer acting as Manager of the  
Walker Ranch CSD

Date: 1/7/2021

APPROVED AS TO FORM:

  
Plumas County Counsel

Date: 1/5/2021

CONCURRENCE:

\_\_\_\_\_  
Chair, Board of Supervisors

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

\_\_\_\_\_  
WRCS D Initials

Contractor Initials \_\_\_\_\_

Exhibit A  
Scope of Work

1. Mail the Bimonthly and Quarterly water and sewer assessments.
2. Collect water and sewer assessments, water connection fees, and outstanding standby fees; make the necessary deposits in the WRCSD account – currently at the Plumas County Public Works Office (C/O WRCSD 1834 East Main Street, Quincy, CA 95971).
3. Deposits will be turned in to the PCPW Office biweekly or by \$3,000.00, whichever may come first.
4. Deposits will be turned in to the PCPW Office before noon to ensure compliance with the Treasure's and Auditor's Office deposit rules.
5. Send statements to the delinquent parcel owners.
6. Issue monthly accounts receivable aging reports for the WRCSD.
7. Maintain WRCSD customer list for billing purposes.
8. Deal with escrow persons homeowners related to transfers of Property to whom water assess debts are due and accrued.
9. Assess monthly charges, late fees and interest per WRCSD governing board approved schedules and resolutions.
10. Inform PCPW of any necessary collection activities that are recommended.
11. Retain and maintain historical files related to billing and collection activities by owner and lot.

## Exhibit B Fee Schedule

Basic services will be performed at a flat rate of \$590 per month, plus the cost of postage, supplies (e.g., envelopes and coupon), and special time related to collection activity for liens on property. If there are any additional lots added to the District, the fee will be adjusted by prorating the total new lots over beginning lots times \$590. Other services or assistance will be billed at standard hourly rates after first conferring with the WRCSD manager about the estimated total cost.

4A



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### AGENDA REQUEST

for the January 19, 2021 meeting of the Plumas County Board of Supervisors

Date: January 11, 2021

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

*Robert A. Perreault*  
1-7-2021

Subject: **Request approval to award construction contract to the lowest responsive bidder, Dig It Construction, Inc., in the amount of \$345,638 per Public Contract Code for the Quincy-La Porte Storm Damage Repair.**

### BACKGROUND:

Sealed bids were opened at 2:00 p.m. on December 17<sup>th</sup>, 2021. The bid results are attached. Eight bids were received. The bids ranged from 1.9% under to 40.8% over the engineer's estimate.

Dig It Construction, Inc., (low bidder): \$345,638.00

Engineer's Estimate: \$352,295.00

Dig It Construction, Inc., is an established firm from Chester, California with extensive work on transportation improvement projects for over 20 years in Northeastern California. The contractor has listed 9.1% participation by certified federal Disadvantaged Business Enterprise (DBE) subcontractors in their bid that meets the project's DBE Goal of 9%.

The project work is part of the Department's construction budget for FY 20/21 and FY 21/22 under Work Order #ER05. WO #ER05 is eligible for reimbursement at 88.53% from the federal Emergency Relief Program (ER) with the Department's matching funds coming from the annual allocation from the State Match Exchange Program. The work consists of:

- 1) Reconstructing the damaged road embankment.
- 2) Placing rock slope protection at the base of the new slope to protect against future storm damage events.
- 3) Reconstruction of the pavement and structural section of the failed portion of the County Road.
- 4) Spot repairs to damaged existing pavement within the project's limits (1300 l.f.).

The work will likely commence in May of this year with goal of completion of the project in July 2021. A complete copy of the proposed contract, including all exhibits, is available for public viewing upon request during normal office hours at the headquarters office of the Department of Public Works. County Counsel has previously reviewed and approved as to form the draft contract as provided in the advertised bid documents.

Award Construction Contract for Quincy-La Porte Road Storm Damage Repair  
January 19, 2021  
Page 2

Attached is a compilation sheet of the Engineer's Estimate and the bids received from eight (8) bidders.

**RECOMMENDATIONS:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a construction contract with Dig It Construction, Inc. in the base amount of Three Hundred Forty-Five Thousand Dollars Six Hundred Thirty-Eight Dollars (\$345,638) for the Quincy-La Porte Road Storm Damage Repair project located 7.5 miles south of State Route 70 on Quincy-La Porte Road, all subject to County Counsel final review of the construction contract and Approval as to Form.

Attachment: Bid Results Sheet

FLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS BID TABULATION SUMMARY									
PROJECT: QUINCY LA BARRA ROAD Storm Damage Repair FEDERAL PROJECT NUMBER: ER-324949 LOCATION: C.R. 451 P.M. 75.3 Near Wilson Creek									
Map Checking Walter Terrell vs. new cut x 240.21' total									
ITEM NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNITS	ENGINEER'S ESTIMATE PRICE COST	TOTAL	LOW BIDDER Engineer's Estimate PRICE UNIT PRICE	DIFFERENCE w/ Engineer's Estimate TOTAL	ADDITIONAL BIDDING RANKING
1	120000	CONSTRUCTION AREA SIGNS	1	S.	3,000.00	3,000.00	12,500.00	9,500.00	12/17/2003
2	120000	TRAFFIC CONTROL SYSTEM	1	S.	25,000.00	25,000.00	13,214.00	11,786.00	12/17/2003
3	130000	PREPARE WATER POLLUTION CONTROL PROGRAM	1	S.	1,000.00	1,000.00	701.00	229.00	12/17/2003
4	130000	TEMPORARY PIER ROLL	370	TON	3,000.00	1,110,000.00	3,410.00	1,110,000.00	12/17/2003
5	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
6	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
7	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
8	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
9	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
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86	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
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88	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
89	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
90	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
91	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
92	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
93	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
94	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
95	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
96	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
97	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
98	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
99	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
100	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
101	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
102	130000	TEMPORARY SILT FENCE	300	TON	3,000.00	900,000.00	1,400.00	420,000.00	12/17/2003
103	130000								

[illegible]



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** January 6, 2021  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff, Director  
**CC:** Nancy Selvage, Human Resources  
**Agenda:** Item for January 19, 2021

**Recommendation:** Approve a Resolution to Amend the FY 2020-2021 County Personnel Allocation in Budget Unit 70560 and 70559 by shifting FTEs for PH Program Division Chief and HECI/II, HES, COC effective December 1, 2020. Approved by the Director of Human Resources.

**Background:** As the Board is aware, Plumas County Public Health Agency manages multiple grants in various Budget Units. As duties change, so does the funding source supporting those duties. At this time Plumas County Public Health Agency requests the FTE allocation for Program Chief and HECI/II, HES, and COC be shifted to accommodate a newly promoted staff member. This is not a request to increase FTEs, simply a shift between budget units.

**Fiscal Impact:** There is no fiscal impact to the general fund as this position is funded through various Public Health programs.

A copy of the Resolution Amending the 2020-2021 County Personnel Allocation for Public Health Budget Unit 70560 and 70559 is attached for your review.

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

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AMENDING THE 2020-2021 COUNTY PERSONNEL ALLOCATION  
FOR PUBLIC HEALTH BUDGET UNIT 70560 and 70559, EFFECTIVE DECEMBER 1,  
2020**

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

WHEREAS, these positions are necessary in the daily operational needs of the Public Health Agency; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2020-2021 to reflect the following:

<u>Budget Unit 70560</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
PH Program Division Chief	1.00	-.435	.565
HECI/II, HES, COC	11.32	+.48	11.80
 <u>Budget Unit 70559</u>	 <u>Current FTE</u>	 <u>Change</u>	 <u>New FTE</u>
PH Program Division Chief	0	+.435	.435
HECI/II, HES, COC	.48	-.48	0

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 19<sup>th</sup> day of January 2021 by the following vote:

AYES:	Supervisors:
NOES:	Supervisors:
ABSENT:	Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Clerk, Board of Supervisors



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Cc:** Nancy Selvage

**Agenda:** Item for January 19, 2021

**Recommendation:** Authorize and direct Human Resources to recruit and fill a budgeted and funded 1.0 FTE Assistant Director of Public Health Position due to a vacancy effective December 18, 2020.

**Background Information:** The Assistant Director position has been vacated effective December 18, 2020. This position plays an important role in assisting the Director of Public Health to plan, organize, and supervise the functions, services, and programs of the Agency.

The Assistant Director is responsible for planning, organizing, and supervising a large subset of the functions, services, and programs of the Plumas County Public Health Agency; responsible for the development and evaluation of health education and outreach programs and services; providing Administrative leadership; representing Plumas County Public Health with state, local and community organizations and other government agencies; and doing related work as required. The incumbent works closely with the Public Health Director in the development and administration of public health programs.

The roles and responsibility of the Assistant Director is to provide oversight for the development of state and federally required data, reports, financial plans, statistical analysis, policies and procedures, and contract management; reviewing and analyzing legislation and determining effects on organizational procedures and operations; and assures department's compliance with state and federal laws, department goals and objectives, and county policies and procedures. In addition the Assistant Director serves as the Department Head in absence of the Public Health director.

**Fiscal Impact:** There is no fiscal impact to the General Fund since this position is fully funded through programs within the Public Health Agency.

A copy of the Critical Staffing Request and Organizational chart are attached for your review.

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

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: January 19, 2021

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 70560 1.00 FTE

POSITION TITLES: 1.0 FTE Assistant Director

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

<b>For Committee use only</b>
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Date of Committee Review: \_\_\_\_\_

Determination of Committee? ☐ Recommended  
☐ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: ☐ Approved ☐ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- |  |
|--|
| <ul style="list-style-type: none"><li>• Is there a legitimate business, statutory or financial justification to fill the position?</li></ul> |
|--|

The Assistant Director is responsible to plan, organize, and supervise a large subset of the functions, services, and programs of the Plumas County Health Services Division

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

If the position goes unfilled, important Public Health requirements/activities will fall behind schedule and could affect patient care, categorical funding allocations, accreditation status, awards and department stability.

- How long has the position been vacant?

This position was vacant effective December 18, 2020.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages.

However, the nature of this position would make it inefficient and impractical to move forward with an extra help employee. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.

- What are staffing levels at other counties for similar departments and/or positions?

Other counties have similar positions to this position to oversee and manage the Agency.

- What core function will be impacted without filling the position prior to July 1?

This impacts the Public Health Agency's ability to have an effective and efficient leadership

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

Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant.

However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Funding cuts have periodically impacted our agency and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services

they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- 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?

N/A. This position request is fully funded by contract for the 19-20 and 20-21 fiscal years. Filling this position helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Yes. The cash reserves for the last three years are as follows:

FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102
FY 19/20	Total Cash Reserves	\$1,410,132



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correia  
Director

Board Meeting: January 19, 2021

To: The Honorable Board of Supervisors

From: Kevin Correia, Director

Subject: Approve and Authorize Facility Services to receive \$85,000 in contingency funding for daily COVID 19 cleaning

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### Background

This new Daily cleaning requirement is being mandated by the state of California for all government buildings in order to protect our workers, this cleaning is daily and includes wipe down of everything touched by our personnel every day in order to keep the county operating safely on a daily basis this extra cleaning is in addition to the regular custodial work that is performed under their annual contracts. This new OSHA regulation section 3205 (c) (2) came into effect at the end of November, almost half way into our budget cycle and our department budget cannot support the costs associated with this new regulation for the remainder of this budget year.

### Recommendation

Approve and Authorize Facility Services to Receive \$85,000 in contingency Funding for daily COVID 19 cleaning.



Kevin Correia  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: January 19, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correia – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to release COVID-19 Relief Funds to Facility Services to reimburse budget.

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### **Recommendation**

Approve and authorize Board Chair to release COVID-19 Relief Funds to Facility Services to reimburse budget.

### **Background and Discussion**

Beginning at the end of October 2020, Facility Services has incurred unanticipated expenses due to the COVID-19 pandemic for sanitizing county facilities in Quincy to mitigate further outbreak of the virus.

Facility Services has also purchased touchless fixtures for all public/private bathrooms in nearly all county-owned Quincy facilities to include touchless papertowel and soap dispensers as well as touchless water faucets and flush valves for toilets. In some instances, due to the age of the existing fixtures (sinks, faucets, and toilets), some fixtures were not compatible with the touchless technology and the entire fixture needed to be replaced which further increased expenses. At this point, I believe the conversion to touchless fixtures is complete.

Facility Services did not anticipate such expenses when the FY 20/21 budget for the department was approved and these expenses have greatly impacted our budget. Therefore, the Department of Facility Services respectfully requests approval and authorization to receive COVID-19 Relief Funds in the amount of \$53,861.94 to reimburse our budget for these unanticipated and unexpected, but very necessary, expenses.

4D

## COUNTY ADMINISTRATOR

Gabriel Hydrick



January 12, 2021

Kari Morrow, Director of Administrative Services  
Department of Food and Agriculture  
1220 N Street, Suite 120  
Sacramento, CA 95814

Dear Ms. Morrow,

Thank for your letter regarding the Annual Financial Statements for Plumas and Sierra Counties as related to the Food and Agriculture Code 224(g) on December 28, 2020. Plumas and Sierra Counties are grateful to take this opportunity to respond to our inability to "maintain county general fund support for agricultural commissioner services at least equal to the average amount expended for the five preceding fiscal years, unless the county is facing unusual economic hardships that precludes that support." Further, the counties respectfully request a waiver of the funding requirements under Food and Agriculture Code § 225.5 for FY 2019-2020.

The counties are committed to supporting services of the Agricultural Commissioner. In FY 2018-2019, the County made a special contribution of \$63,917 for the purchase of two trucks for use in the agricultural programs. Due to overall budget constraints, this money was not available again for the FY 2019-2020. This was a significant factor that resulted in the Maintenance of Effort (MOE) requirement not being met.

The COVID-19 pandemic also directly reduced the expenditures in agricultural programs by \$22,483 and reduced the expenditures in training and travel by \$3,023.

CalCATS – The department budgeted \$18,000 for this program. Due to a delayed rollout only \$2,100 was expended.

If it weren't for the unprecedented economic uncertainty due to COVID-19 through the latter part of FY 19/20 and the special contribution for the two trucks in FY 18/19 the counties likely would have met the MOE. Plumas and Sierra Counties are committed to ongoing support of Agricultural Commissioner services, as agriculture is an economic life source and a way of life for this corner of rural California. I respectfully request that the requirements contained in Food and Agriculture Code § 224 et. Seq. be waived and that Plumas and Sierra Counties be given the full FY 19-20 Unclaimed Gas Tax reimbursements. Thank you for your time and consideration.

Kind regards,

Gabriel Hydrick  
County Administrator

CC: (sent via email)

Plumas County Board of Supervisors

Sierra County Board of Supervisors

Plumas County Agricultural Commissioner

Plumas County Auditor

County Counsel, Plumas County

5D

**QUINCY DESIGN REVIEW COMMITTEE – County Code §9-2.3704**

Brian Walmer - Historical Architecture  
VACANCY – Business/Property Owner  
Johnny Mansell – Real Estate  
VACANCY - Property Owner  
Alan Baitinger – Public Member  
Pete Hentschel – Resident

Tracey Ferguson – Planning & Building Services

**RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)**

Supervisor Kevin Goss  
Supervisor Sharon Thrall, Alternate

**SIERRA NEVADA CONSERVANCY NORTH CENTRAL SUB-REGION**

Plumas County Supervisor Sherrie Thrall, Representative

**SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT – (4 YEAR TERMS)**

<b><u>DIRECTOR NO.</u></b>		<b><u>TERM EXPIRES</u></b>
01	Kevin Goss, Plumas County Supervisor	01/06/2021
02	Paul Roen, Sierra County Supervisor	01/06/2021
03	Jim Roberti (Plumas appointment)	01/06/2021
04	Don Wallace (Sierra appointment)	01/06/2021
05	Greg Ramelli (Plumas appointment)	01/06/2023
06	Dave Goicoechea (Sierra appointment)	01/06/2023
07	Einen Grandi (District appointment)	01/06/2023

**SIERRA VALLEY NATURAL HISTORY MUSEUM**

**VACANT**

**WESTERN INTERSTATE REGION (WIR) – CSAC APPOINTMENT**