

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 17, 2019 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) PUBLIC WORKS

Approve and authorize the Chair to sign agreement, not to exceed \$40,000, between County of Plumas and Door Systems Design, Inc. for two (2) new shop doors at the Beckwourth maintenance yard; approved as to form by County Counsel **View Item**

2. DEPARTMENTAL MATTERS

A) EMERGENCY MEDICAL CARE COMMITTEE

Pursuant to California Health & Safety Code §197.270, confirm appointment of members to the Plumas County Emergency Medical Care Committee as submitted; and select a Board member to represent the Board of Supervisors; discussion and possible action **View Item**

B) ELECTIONS – Kathy Williams

Approve and authorize the Chair to sign agreement, not to exceed \$216,500 (\$206,500 to replace voting system and \$10,000 for cyber security), between County of Plumas and Dominion Voting System; to be reimbursed through HAVA (Help America Vote Act); approved as to form by County Counsel; discussion and possible action **View Item**

C) PUBLIC WORKS – Robert Perreault

Approve and authorize the Chair to sign Cooperative Forest Service Road Agreement between the County of Plumas and the USDA Forest Service – Plumas National Forest; approved as to form by County Counsel **View Item**

D) **AUDITOR/CONTROLLER** – Roberta Allen

Adopt **RESOLUTION** adopting the Basic Tax Rate for Plumas County and the Bond Rates for the Plumas Unified School District and Plumas District Hospital for FY 2019-2020. **Roll call vote**

View Item

3. **BOARD OF SUPERVISORS**

- A. Report and update by Gabriel Hydrick, County Administrator on the FY 2019-2020 Budget; discussion and possible action regarding various county departments and programs
- B. Continued from September 10, 2019, review Administrative and Budgetary Controls Consistent with Government Code Sections 29092 and 29125 for Fiscal Year 2019-2020; discussion and possible action **View Item**
- C. **11:00 A.M. CONTINUED PUBLIC HEARING:** The Plumas County Board of Supervisors will continue its public hearing on the FY 2019-2020 County Budget
- D. Adopt **RESOLUTION** adopting the Final Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2019-2020, in Accordance with Government Code §29092, and other Budgetary Administrative Controls in Accordance with §29092. **Roll call vote**
- E. Accept letter of retirement from Sheriff Gregory Hagwood, effective December 30, 2019; discussion and possible action **View Item**
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. **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, County of Plumas, et al., Appellants, v. Dept. of Water Resources, State Water Contractors, Inc., et al., Respondents, California Court of Appeal, Third District, Case No. C071785
- B. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

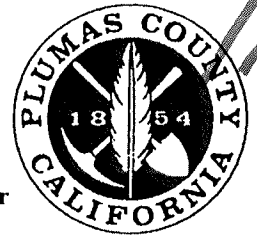
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, October 1, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

For the September 17, 2019 meeting of the Plumas County Board of Supervisors

September 9, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading 'Robert A. Perreault', with a stylized flourish at the end.

Subject: Request authorization for the Chair and the Director of Public Works to execute a purchase and installation contract with The Door Company for two (2) new shop doors for the Beckwourth Maintenance Yard.

Background:

This Agenda Request pertains to the need by the Department of Public Works to replace 2 shop doors in the Beckwourth maintenance yard, previously purchased and installed in 1954. The existing doors are neither serviceable nor safe to operate.

The cost of 2 new, replacement doors, including installation, will not exceed \$40,000.00.

In the past, Public Works conducted a bid process for a replacement door, and in each case the lowest qualified bidder has been The Door Company. Based on that, performance record, approval was sought for – and received – by the County Administrator for a Sole Source Request. Rationale given for this Sole Source contract is found in Section 3-1 of the County Purchasing Policy which states, "When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from a previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense."

Attached is a copy of a Request for sole source authority, as approved by the County Administrator.

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

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair and the Director of Public Works to enter into a contract for purchase and installation of two (2) new shop doors for the Beckwourth Maintenance Yard with The Door Company in an amount not-to-exceed \$40,000.00.

Attachment: Contract with The Door Company
Sole Source request as approved by the County Administrator

Shop Door Replacement Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "County"), and **Door System Design, Inc.** a California Corporation. **DBA The Door Company** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Forty Thousand Dollars and no/100 (\$40,000.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work **no later than June 30, 2020**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class "C61/D28", issued by the State of California, No. 496225.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works
1834 E. Main Street,
Quincy CA, 95971
Attention: Robert Perreault

Contractor:

The Door Company: Mark Stuenkel
PO Box 3313
Chico, Ca. 95927
(530) 345-5555

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

CONTRACTOR:

The Door Company

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

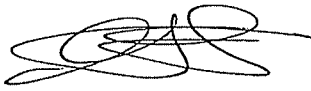
COUNTY:

APPROVED AS TO SCOPE OF WORK:

By: _____
Name: Robert A. Perreault, Jr., P.E.
Title: Director of Public Works
Date signed:

By: _____
Name: Gabriel L. Hydrick
Title: County Administrator, County of Plumas
Date signed:

APPROVED AS TO FORM:

By:  _____
Name: Gretchen Stuhr
Title: Deputy County Counsel
Date signed: 8/31/19

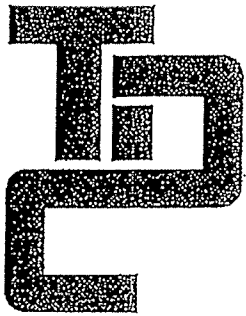
CONCURRENCE

By: _____
Name: Kevin Goss
Title: Chair of the Board of Supervisors
Date signed:

EXHIBIT A

Scope of Work

(See Attached)



The Door Company

11 July 2019

Plumas County Road Department – Joe Blackwell
Via email
Quincy, CA

joeblackwell@countvofplumas.com
530.283.6491

Joe,

We are pleased to the following for Beckwourth with the same specification as the one in Chester (except exterior mount):

Exterior mount
Electric operation (face-of-coil bracket mounted, 115v, single phase, emergency chain hoist, 3 button control station, reversing monitored [UL 325 compliant] photo beam)
Insulated curtain with flat-faced slats
Tan factory finish
Structural 3-angle guides
20# wind load
24 gauge hood
Locking through electric operator
Guide weather seals

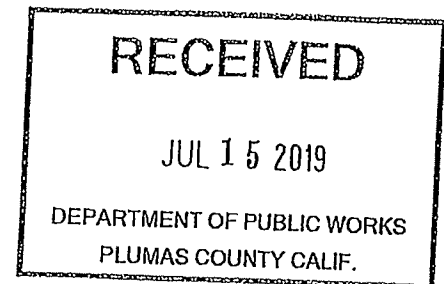
Furnished and installed; lump sum including prevailing wages - \$ 19,203.00 per door. Tube steel opening framing/flashing for 14x14, electrical and equipment by PCRD.

Please let me know if we need to modify anything, or if you have any questions. My cell is 530.514.5500.
We look forward to working with you.

Thanks,

Mark S. Stuenkel

Mark S. Stuenkel
President



2251 IVY ST.
1623 BELTLINE RD.
301-C BURNS DR. UNIT 1

• P.O. BOX 3313
• P.O. BOX 994452

• CHICO, CA 95927-3313
• REDDING, CA. 96099-4452
• YUBA CITY, CA 95991

• PHONE (530) 345-5555 • FAX (530) 345-3242
• PHONE (530) 222-5555 • FAX (530) 243-5556
• PHONE (530) 673-7778 • FAX (530) 673-7779

EXHIBIT B

Fee Schedule

1. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.
3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.
7. Notwithstanding the foregoing, County shall pay Contractor \$38,406.00 upon completion of the work to County's satisfaction. These payments shall be the sole compensation due to Contractor for the work performed pursuant to this Agreement.

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 Joe Blackwell, Deputy Director



Date: August 14, 2019

To: Bob Perreault

From: Joe Blackwell

Subject: Sole Source Request for purchase of two new replacement doors at the Beckwourth road crew shop.

Public Works operates seven (7) maintenance crews throughout the County. Each crew has at least one shop building and one sand house with large industrial doors. As the doors become unserviceable and sometimes unsafe, the Department has bid for shop door replacements. Each time the lowest qualified bidder has been The Door Company. These doors have been successfully installed on the Quincy road crew shop (2 doors), the equipment maintenance shop (6 doors), the La Porte road crew shop (4 doors), the Greenville road crew shop (1 door) and the Chester road crew shop (2 doors).

The doors on the Beckwourth road crew shop are the original (circa 1954) and are no longer serviceable or safe to operate.

In the Plumas County Purchasing Policy there are exceptions to the competitive process found in Section 3-1 (o) which states "When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from a previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense".

Public Works has had favorable success each time with The Door Company's pricing, quality of product and workmanship.

Public Works requests to contract with The Door Company to replace both equipment access doors on the Beckwourth road crew shop to insure the same brand and quality as exists on the other Public Works buildings. The amount of said contract will be not to exceed \$40,000.00 upon completion of work to County's satisfaction.

Requested by: Joe Blackwell Date 8-14-19
Joe Blackwell
Deputy Director of Public Works

Recommended for Approval by: Robert A. Perreault Jr. Date: 8/14/2019
Robert A. Perreault Jr.
Director of Public Works

Approval by: Gabriel Hydrick Date: 8/15/19
Gabriel Hydrick
County Administrator



**PLUMAS COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**



Honorable Members

Plumas County Board of Supervisors

9/5/2019

Greetings,

As requested, please find the following entities/personnel that comprise the membership of the Plumas County Emergency Medical Care Committee (EMCC) as of July 7th, 2019. We submit this for your confirmation/appointment pursuant to California Health and Safety Code.

| Agency | Primary | Alternate |
|--|----------------------|----------------------|
| Chester Fire Department | Chris Dean | Brian Layne |
| Peninsula Fire Department | Gary Pini | Andrew Courtright |
| Indian Valley Ambulance Services Authority | Guy McNett | Amy Burkhardt |
| Plumas District Hospital Ambulance | Sam Blesse | Matt Brown |
| Eastern Plumas Healthcare Ambulance | John DeArmund | Patty Schulz |
| Seneca Healthcare District | Royce Raker | Linda Mcurdy |
| Plumas District Hospital | Darren Beatty | Zoe Stancer |
| Eastern Plumas Healthcare | Vacant | Dee Dee Clark |
| Plumas County Fire Chiefs Association | Joe Waterman | Robbie Cassou |
| Plumas County Sheriff's Office | Mike Grant | Becky Grant |
| Plumas County Board of Supervisors | Vacant | Vacant |
| Plumas County Public Health Officer | Mark Satterfield, MD | Tina Venable, RN,PHN |

Due to personnel turnover, some positions have not been filled as of yet. We hope to complete that at our next scheduled meeting of October 2nd 2019. You should also have available as a resource a copy of our bylaws and our most recent meeting minutes.

Thank you,

Joe Waterman

Chairperson Plumas County EMCC



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



Bylaws Adopted mm/dd/2018

I. MISSION

A. The Emergency Medical Care Committee (EMCC) acts as an advisory body to the County Board of Supervisors, the Local EMS Agency, and the County Public Health Director on all matters relating to Emergency Medical Services.

II. COMMITTEE RESPONSIBILITIES

A. The duties of the EMCC as specified in the California Health and Safety Code Section 1797.274 and 1797.276 are to review the operations of each of the following at least annually:

1. Ambulance services operating within the county.
2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.
3. First aid practices in the county.

B. The EMCC shall, at least annually, report to the Authority, and the Local EMS Agency its observations and recommendations relative to its review of the ambulance services' emergency medical care and first aid practices, and programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in the county. The EMCC shall submit its observations and recommendations to the County Board of Supervisors which it serves and shall act in an advisory capacity to the County Board of Supervisors and to the County EMS Agency on all matters relating to emergency medical services as directed by the Board.

III. VOTING MEMBERSHIP

A. The 12 members of the EMCC Voting Membership shall be nominated by the bodies identified below and approved by the Board of Supervisors:

1. One representative from each of the five Ground Ambulance Zones listed in the Exclusive Operating Areas Status Determinations by the California Emergency Medical Services Authority as of December 2017:

- a. Chester Fire Protection District
- b. Peninsula Fire Protection District
- c. Indian Valley Ambulance Services Authority
- d. Plumas District Hospital Ambulance
- e. Eastern Plumas Healthcare Ambulance

2. One representative from each of the three hospitals serving as Base Hospitals recognized by the Local EMS Agency:

- a. Seneca Healthcare District
- b. Plumas District Hospital
- c. Eastern Plumas Healthcare

3. One member from the Plumas County Fire Chiefs Association.

4. One member from the Plumas County Sheriff's Office.



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



5. Representative from the Plumas County Board of Supervisors.

6. Plumas County Public Health Officer.

B. Each nominating body should select one (1) primary and at least one (1) alternate member.

C. One person may represent only one agency from the above list and, thus, may cast only one vote.

IV. ADVISORY MEMBERSHIP

A. The following advisers to the EMCC shall be selected by the EMCC Voting Membership. Advisors are key EMS system stakeholders that hold roles within the Plumas County EMS system and are essential to the provision of emergency medical services in Plumas County:

1. Representatives from Plumas County fire departments.

2. Representatives from California Highway Patrol.

3. Representatives from CAL FIRE.

4. Representatives from the US Forest Service

5. Representatives from air ambulance providers servicing Plumas County's 911 response area as designated by the Local EMS Agency.

6. Representatives from the Plumas County Office of Emergency Services.

7. Representatives from local amateur radio operators.

8. Representatives from Plumas County Departments including but not limited to, Public Works, Environmental Services, Public Health, Behavioral Health, Social Services.

9. Representatives from American Red Cross.

10. Representatives from Sierra County Public Health/OES.

11. Representatives from the Local EMS Agency.

12. Representatives from other agencies approved by the Voting Membership.

B. Advisers may change from time to time and do not require appointment by the Board of Supervisors.

V. OFFICERS

A. The officers of the EMCC shall be a Chair, Vice Chair and Secretary.

B. The Chair and Vice Chair shall be nominated from the Voting Membership. The Chair and Vice Chair shall be elected by the Voting Membership to serve for two (2) years or until their successors are elected.

C. The Chair and Vice Chair may not be elected for more than two (2) consecutive terms in the same office. In the event of a vacancy in the Chair position, the Vice Chair automatically assumes the Chair position. In the event of a vacancy in the Vice Chair position, the EMCC will elect a new Vice Chair from among its current membership at its next regular public meeting subsequent to the officer's resignation.



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



D. The Secretary position shall be filled by a member of the Plumas County Public Health Agency for an indefinite term.

VI. DUTIES OF OFFICERS

A. The Chair shall preside over all meetings of the EMCC in addition to serving as the Chair of the Executive Committee. The Chair will be a spokesperson for the EMCC and assure that the EMCC is informed about County emergency medical services issues and needs.

B. The Vice Chair shall assume the duties of Chair in the absence of the Chair and shall render assistance as requested by the Chair.

C. In the absence of the Chair and Vice Chair, one of the two non-officer Executive Committee members present at the meeting shall preside.

D. The Secretary shall post meeting agendas in accordance with Brown Act regulations. The secretary is also charged with recording meeting minutes and distribution of the minutes following regular meetings.

VII. EXECUTIVE COMMITTEE

A. The Executive Committee is established to conduct the business of the EMCC between regular meetings and shall be comprised of the:

1. EMCC Chair
2. EMCC Vice Chair
3. Two (2) non-officer EMCC Voting Members

B. The EMCC Executive Committee shall be nominated and elected by EMCC Voting Members. Executive Committee will serve for two (2) years or until their successors are elected. Executive Committee members may be elected to consecutive terms.

C. The Executive Committee shall be subject to the direction of the EMCC and none of its acts shall conflict with action or directions of the EMCC.

D. The Executive Committee shall meet at the request of the Chair, or at the request of a majority of the members of the Executive Committee.

E. Whenever issues must be voted on at Executive Committee meetings in which other EMCC members are in attendance, the voting shall be limited to Executive Committee members.

VIII. MEETINGS

A. Regular meetings of the EMCC shall be held quarterly, at least four (4) times per year, or more often as deemed necessary.

B. The EMCC Chair may call special meetings as deemed necessary upon proper public notice.

C. A quorum for the EMCC shall consist of a majority of the filled seats.

D. Staff support for the EMCC will be provided by the Plumas County Public Health Agency.



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



IX. ATTENDANCE

A. Members and advisers are encouraged to attend all meetings. Members, in particular, shall attend at least fifty percent of the meetings held during any consecutive twelve month period. In the event a primary member cannot attend a committee meeting, the alternate member shall attend the meeting to assure continuity. Only members may vote.

B. In the event that a member does not attend at least fifty percent of the meetings, the EMCC Chair will notify the Board of Supervisors and may request that the Board recommend a replacement for the position.

X. VOTING

A. Each of the Voting Members shall have one vote; however, the Chair shall only cast a vote when it is necessary to break a tie due to the absence of one more Voting Members. In the event of a tie the record will reflect such.

B. The Board of Supervisors appointed designated alternate shall vote in the place of the primary member in their absence. If a Board approved designated alternate is not present, no vote shall be cast for the position.

XI. QUORUM

A. A majority of the Voting Membership (fifty percent plus one) shall constitute a quorum. A quorum of the EMCC must be present to take any action on items listed on the agenda.

XII. PARLIMENTARY PRACTICE

A. Meetings of the EMCC shall be conducted consistent with Robert's Rules of Order.

XIII. COMPLIANCE WITH OPEN MEETING LAWS

A. The EMCC complies with the Brown Act, California's open meeting law (Government Code 84 Sections 54950-54963). Among other things, this law requires that:

B. All Emergency Medical Care Committee meetings are open to the public. Members of the public are afforded an opportunity to address the committee on items within its purview.

C. The EMCC Agenda must be posted by the Plumas County Public Health Agency no less than 72 hours before a meeting. The agenda will be posted on the Agency's website and in the public notice posting location at the Plumas County Courthouse Annex, at 260 County Hospital Rd, Quincy, CA 95971.

Plumas County Emergency Medical Care Committee

July 10, 2019

Start: 1000

Attendance:

| | |
|-------------------------------|---------------------------------|
| Joe Waterman – Chair | Trent Murrieta- SEMSA |
| Darren Beatty-PDH | Nick Dawson- PC OES |
| Gary Pini – PFD | Sam Blesse - Careflight |
| Keith Mahan - PARC | Heather Deske- Air Methods |
| Becky Grant-PCSO | Eric Egide - CHP |
| Matt Brown-Care Flight | Donna Stone – Nor Cal EMS |
| Tina Venable-PCPHA | Zoe Stancer- PDH |
| Linda McCurdy-Seneca-on phone | Chris Dean- Chester Fire |
| Melodie Bennett - PCPHA | Mike Grant - PCSO |
| Lori Beatley – PCPHA | Patty Schulz- EPHC Ambulance |
| John DeArmond- EPHC Ambulance | Amy Burkhart- PHI- On phone |
| Cain Edwards- PHI- On phone | Jenny Humphrey- Enloe- On phone |

Minutes approved from April 2019: Sam Blesse motions, Matt Brown 2nd:

Motion Approved: 9 in favor, 0 opposed

| | | |
|--|---------------|-----------------|
| Chester Fire Protection District | Chris Dean | Yes |
| Peninsula Fire Protection District | Gary Pini | Yes |
| Indian Valley Ambulance Services Authority | Amy Burkhart | Yes |
| Plumas District Hospital Ambulance | Sam Blesse | Yes |
| Eastern Plumas Healthcare Ambulance | John DeArmond | Yes |
| Seneca Healthcare District | Linda Mcurdy | Yes |
| Plumas District Hospital | Darren Beatty | Yes |
| Eastern Plumas Healthcare | Not present | |
| Plumas County Fire Chiefs Association | Joe Waterman | Chair- Not vote |
| Plumas County Sheriff's Office | Mike Grant | Yes |
| Plumas County Board of Supervisors | Not present | |
| Plumas County Public Health Officer | Tina Venable | Yes |

Open Remarks by Chair

Joe Waterman made a request to revise the agenda and add the following sections: Public Comment, Update Voting Members, Nor Cal EMS Report (Air Ambulance Memorandum) and Ambulance boundary change protocol.

Mike grant motions and Sam Blesse 2nd
Motion Approved: 10 in favor, 0 opposed

| | | |
|--|---------------|-----|
| Chester Fire Protection District | Chris Dean | Yes |
| Peninsula Fire Protection District | Gary Pini | Yes |
| Indian Valley Ambulance Services Authority | Amy Burkhart | Yes |
| Plumas District Hospital Ambulance | Matt Brown | Yes |
| Eastern Plumas Healthcare Ambulance | John DeArmond | Yes |
| Seneca Healthcare District | Linda Mcurdy | Yes |
| Plumas District Hospital | Darren Beatty | Yes |
| Eastern Plumas Healthcare | Not present | |
| Plumas County Fire Chiefs Association | Joe Waterman | Yes |
| Plumas County Sheriff's Office | Mike Grant | Yes |
| Plumas County Board of Supervisors | Not present | |
| Plumas County Public Health Officer | Tina Venable | Yes |

The by-laws were reviewed. The subcommittee, who were tasked with determining if Joe Waterman was eligible to continue as Chair for the EMCC since he resigned as Chief for Chester Fire, determined he was still eligible to Chair as he is Vice President of the Plumas County Fire Chief's Association. The voting member list was updated with the following not filled: Board of Supervisors, since Michael Sanchez has resigned and primary for EPHC. The updated list will be presented to the BOS.

HeartSafe Community

- Quincy: The meeting was moved to July 16 at 10:00 at Quincy Fire. Quincy received the Common Good Grant of \$1488 which will purchase two AED: Lakeshore Resort and in Belden. PDH Foundation will be purchasing another AED and maintenance supplies, such as batteries and pads. The other AED may possibly be placed at 20 Mile House. The Pulse Point App is being utilized in Plumas County
- Lake Almanor: An application to be a HeartSafe Community has been submitted to Public Health with Chester Fire as primary. The application is currently under review for approval.

PG&E Public Safety Power Shutoff

- Plumas County OES has a rough draft response plan for the PSPS which was presented to Disaster Planning Council. The response plan, once approved, may be an annex to the County EOP.
- There was much discussion regarding the possible impact of the PSPS and everyone's role. A major concern is for those for are oxygen dependent. There is an estimated 200 PC residents who are O2 dependent in Quincy, Indian Valley and Chester areas, with approximately 50-60, who are O2 dependent 24/7.
- Transportation may also be an issue in getting AFN populations to Charging Centers. Also, discussed possibility of opening shelters and charging centers.
- Each hospital/EMS/ Fire have an internal plan regarding information sharing and outreach. What each entities capability during a PSPS period.

NorCal EMS Report

- Donna Stone provided the latest update regarding the status at NorCal: The LEMSA was looking for an EMS Specialist when Dr. Rudnick submitted his resignation with Dan Speiss also reducing his hours as he prepares to retire within the next year. Therefore, NorCal EMS has had some staffing issues. Dan will assist with training Donna. Dr. Rudnick will continue with NorCal EMS for a couple of months as they continue to seek a new medical director
- Shawn Poore has been hired as a full-time EMS specialist.
- Dr. Rudnick distributed a Memo on behalf of NorCal EMS on July 1, 2019 addressing the clarification of air medical policy. There was discussion regarding the memo.
- An outside doctor, Dave Duncan will be reviewing all of NorCal plans, memos and policies.
- Mike Grant stated the SO will not be following the terms of the memo at this time.

Internal EMCC complaint process:

- Subcommittee formed to address complaints: Chair, Vice Chair, Darren Beatty and Dr. Satterfield
- Goal regarding having a complaint process is to improve EMS in Plumas County and provide an avenue for those who have a concern to report it.
- There was discussion regarding a county QCI and whether it should be a complaint process or more of a comment board in that each agency/entities should have a formal complaint process within their own agency.
- It was agreed if there are any issues or concerns they should be addressed one on one. However, if that is not possible or the issue is not resolved then the complaint process can be utilized.
- A process/protocol will be completed by next meeting regarding the EMCC complaint process by a subcommittee comprised of Chair, Vice Chair, Mike Grant and Dr Satterfield
- PH will establish guidelines for the use of the EMCC e-mail (emcc@countyofplumas.com)

Health Care Coalition (HCC) Update:

- Tri-HCC is looking to contract for clinical advisor and are currently working on the Scope of Work
- There is a lot of focus on work plans on pediatrics and CBRNE
- Next meeting is on August 7 at 10:00 am at PCPHA.

Ambulance Boundary Change Protocol:

- Boundary issues for EMS response in Canyon Dam area
- Gary Pini (Lake Almanor Fire) and Amy Burkhart (PHI) signed a letter regarding changing EMS response boundaries and sent to NorCal EMS
- Master street address guide needs to be changed to reflect any new boundaries

- There is confusion regarding the process in changing boundaries regarding EMS. There are issues regarding extending or shrinking any EMS response due to tax base areas
- PDH is the only exclusive EMS in Plumas County
- A process/protocol needs to be developed in changing boundaries in Plumas County for EMS by a subcommittee (Chair, Vice Chair, Mike Grant and Gary Pini)
- A feedback process should also be a part of the protocol for any changes in EMS boundaries.

Tina Venable motions for a protocol to be established for changing EMS boundaries within Plumas County and Matt Brown 2nd motion.

Motion Approved: 9 in favor, 0 opposed

| | | |
|--|---------------|-----------------|
| Chester Fire Protection District | Chris Dean | Yes |
| Peninsula Fire Protection District | Gary Pini | Yes |
| Indian Valley Ambulance Services Authority | Amy Burkhart | Yes |
| Plumas District Hospital Ambulance | Sam Blesse | Yes |
| Eastern Plumas Healthcare Ambulance | John DeArmond | Yes |
| Seneca Healthcare District | Linda Mcurdy | Yes |
| Plumas District Hospital | Darren Beatty | Yes |
| Eastern Plumas Healthcare | Not present | |
| Plumas County Fire Chiefs Association | Joe Waterman | Not vote, Chair |
| Plumas County Sheriff's Office | Mike Grant | Yes |
| Plumas County Board of Supervisors | Not present | |
| Plumas County Public Health Officer | Tina Venable | Yes |

Air Ambulance Response Time Review:

- A subcommittee looked through a lot of data/records with regards to Care Flight, PHI and SEMSA
- Looked at past performance starting at 5/2018 and looked at trends (granted only 7-8 responses for each provider)
- Only two providers were close to the industry standards: SEMSA was not meeting the standard
- Trend was determined by the time dispatched answered and the time helicopter landed minus flight time
- Trent from SEMSA was not solicited for data and SEMSA would provide any data needed
- NorCal will collect data and will review all the data. The Air Ambulance meeting may need to be re-scheduled to mid-August in order to give NorCal the time to collect the data and review it.

A motion was made for EMCC to recommend moving SEMSA to bottom of rotation list (not inter-facility transfers) until SEMSA can improve response time. Darren made motion with Mike Grant 2nd motion

Motion approved: 6 vote in favor, 0 opposed

| | | |
|------------------------------------|------------|---------|
| Chester Fire Protection District | Chris Dean | Abstain |
| Peninsula Fire Protection District | Gary Pini | Yes |

| | | |
|--|---------------|-----------------|
| Indian Valley Ambulance Services Authority | Amy Burkhart | Yes |
| Plumas District Hospital Ambulance | Sam Blesse | Did not vote |
| Eastern Plumas Healthcare Ambulance | John DeArmond | Abstain |
| Seneca Healthcare District | Linda Mcurdy | Yes |
| Plumas District Hospital | Darren Beatty | Yes |
| Eastern Plumas Healthcare | Not present | |
| Plumas County Fire Chiefs Association | Joe Waterman | Not vote, Chair |
| Plumas County Sheriff's Office | Mike Grant | Yes |
| Plumas County Board of Supervisors | Not present | |
| Plumas County Public Health Officer | Tina Venable | Yes |

Agency Reports:

John @ EPHC Ambulance – John is the new supervisor for EPHC ambulance. It is only his third day at work, but he has 35 years in the business

Donna @NorCal- Provided personal contact information and will notify of new air medical meeting.

Becky@ PCSO- Reminder: On ground EMS (EPHC) not to call for air medical directly also to be aware of more air activity with forest service. Having issues obtaining fire investigators for structural fires

Darren@ PDH- Hired Zoe Stancer as Safety Officer. Indian Valley and PDH should merge by Sept/October. Ne medical health records system in September.

Gary @ Peninsula Fire- The Wildland Exercise in May went well, including notifications through Code Red. Nick Dawson did a great job and meet objectives. There were approximately 130 participants and 10 in EOC

Nick@ PC OES- Communications was one of the issues at the drill. He just attended the Region III OES meeting and the PSPS was the main focus

Motion to adjourn by Sam Blesse and Matt Brown 2nd motion. Meeting adjourned

Training Opportunities:

- ICS 300- Sept 24-26 in Quincy: RSVP with Lori at loribeatley@countyofplumas.com
- MGT-416:Introduction to Continuity of Government Planning for Rural Jurisdictions: Nov 13 in Quincy contact Lori for more details
- Center for Domestic Preparedness – Anniston, Alabama – <https://cdp.dhs.gov/>
- MCI Training – Nor-Cal EMS – [http://www.norcalems.org/RDMHS/region iii mci plant.shtml](http://www.norcalems.org/RDMHS/region%20iii%20mci%20plant.shtml)

Next Meeting: October 2, 2019 – 1000 to 1200

Respectively submitted as a draft by:

Lori Beatley

PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218

Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 Fax: (530) 283-6155

DATE: September 6, 2019

TO: Honorable Board of Supervisors, Plumas County

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: Dominion Voting System - Contract Approval

Kathy Williams

Clerk - Recorder

Registrar of Voters

kathywilliams@countyofplumas.com

Julie Hagwood

Assistant

juliehagwood@countyofplumas.com

On August 29, 2018, the California Secretary of State provided a notice that new state and federal HAVA (Help America Vote Act) funds had been authorized to assist counties with voting system replacement and modernization. Plumas County is eligible for \$206,500 to replace our voting system and \$10,000 for Cyber Security. The terms provide that we purchase the system and seek reimbursement through the grant process.

On February 27, 2019, the California Secretary of State provided counties with a Notice of Withdrawal of Certification and Conditional Approval of Voting Systems Effective August 27, 2019. This applies to the voting system Plumas County purchased in 2001. On June 7, 2019, the California Secretary of State provided counties with a second notice that pursuant to Election Code Section 19232, any election scheduled from August 27, 2019 until February 27, 2020 may continue to use the current voting system to February 27, 2020. Plumas County has a Uniform District Election (UDEL) and a consolidated State Assembly District 1 General election scheduled for November 5, 2019 that will be conducted within that timeframe.

We had three voting system vendors provide presentations and demonstrations of their voting systems in May 2019. Hart Intercivic, ES&S Election Systems and Software and Dominion Voting Systems. Two of the systems are certified systems for use in California and the third is in the process. After careful consideration, meeting with Gabriel Hydrick, the County Administrator and Gretchen Stuhr, Deputy County Counsel, we made a decision to select Dominion Voting Systems to replace the current voting system.

Dominion's voting system provides a paper ballot voting system, a fully accessible unit that provides voters with special needs the ability to vote privately and independently and an adjudication component that provides review of ballots as needed. The system also has a ballot on demand function that assures we will not run out of ballots. This system is fully certified, not networked and is used in the majority of California counties.

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 September 17, 2019 meeting of the Plumas County Board of Supervisors

Date: September 9, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Execute the Cooperative Forest Road Agreement between the County of Plumas and the USDA, Forest Service – Plumas National Forest.**

Project Background:

Plumas County and the United State Forest Service – Plumas National Forest have a need to construct, improve, and/or maintain certain “Forest Roads” which are part of the Plumas County Road System but are under the jurisdiction of the USFS. These “Forest Roads” are important to the County’s transportation circulation and recreational economy. The roads included within this agreement are set forth in Schedule A of the proposed agreement.

The existing Cooperative Forest Road Agreement was executed on October 17, 1972 and is in need of updating. The revised agreement sets forth, among other provisions, the specific terms of cooperation, and sets forth an annual meeting in which the terms of agreement are reviewed. Improvements to a road or roadway segment shall be set forth through a Project Agreement which shall set forth the following elements:

1. Identification of road or road segment to be improved or constructed.
2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
4. Estimates of cost of improvement or construction.
5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

The attached Cooperative Forest Road Agreement has been approved as to form by the County Counsel’s Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors Execute the Cooperative Forest Road Agreement between the County of Plumas and the USDA, Forest Service – Plumas National Forest.

Attachment: Cooperative Forest Road Agreement between the County of Plumas and the USDA, Forest Service – Plumas National Forest.

FS Agreement No. 19-RO-11051100-019

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between The
COUNTY OF PLUMAS
And The
USDA, FOREST SERVICE
PLUMAS NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the ____ day of _____, 2019, by and between the County of Plumas, hereinafter referred to as "Cooperator," and the USDA, Forest Service Plumas National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Plumas County, State of California, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Cooperator should be maintained and, if necessary, improved to a



standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for



improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Cooperator the arrangements shall be set forth in the project agreement. Payments to Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Plumas National Forest for the U.S. Forest Service, and County Road Commissioner for Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the



Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
 - b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
 - c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
 - d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.
10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|--|
| Name: John Mannle Address: 1834 East Main Street City, State, Zip: Quincy, CA 95971 Telephone: (530) 283-6498 FAX: (530) 283-6323 Email: johnmannle@countyofplumas.com | Name: Robert A. Perreault, Jr. Address: 1834 East Main Street City, State, Zip: Quincy, CA 95971 Telephone: (530) 283-6268 FAX: (530) 283-6323 Email: bobperreault@countyofplumas.com |

**Principal U.S. Forest Service Contacts:**

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|--|---|
| Name: Parviz Noori Address: 159 Lawrence Street City, State, Zip: Quincy, CA 95971 Telephone: 530-283-7870 FAX: 530-283-7746 Email: parviz.noori@usda.gov | Name: Louise Ewen Address: 631 Coyote St City, State, Zip: Nevada City, CA 95959 Telephone: 530-478-6127 FAX: 530-478-6161 Email: louise.ewen@usda.gov |

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through **July 31, 2024** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

KEVIN GOSS, Chairperson
Plumas County

Date

CHRIS CARLTON, Forest Supervisor U.S.
Forest Service, Plumas National Forest

Date



Date

County Commissioner

The authority and format of this agreement have been reviewed and approved for signature.

JANET BOOMGARDEN

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**SCHEDULE A
TO
FOREST ROAD AGREEMENT NUMBER: 19-RO-11051100-019
BETWEEN THE
COUNTY OF PLUMAS
AND THE
U.S. FOREST SERVICE
PLUMAS NATIONAL FOREST**

The following listed roads or segments meet the criteria in Item 1a, Intent to Cooperate, of the Standard Road Agreement.

Plumas County Roads Covered by Agreement

County of Plumas

| <u>Number and Name</u> | | <u>Length in Miles</u> | <u>Description of Termini</u> |
|------------------------|------------------------------|----------------------------|------------------------------------|
| 101 | Plinco Mine Rd | 7.9 | County Line to 26N04 |
| 111 | Beckwourth-Genesee Rd | 30.9 | Flournoy Bridge to Highway 70 |
| 113 | Grizzly Rd | 32.4 | PC 112 to Hwy 70 |
| 201 | Old Haun Rd | 7.4 | Highway 89 to Highway 147 |
| 203 | Greenville Round Valley Rd | 2.9 | P.C. 204 to P.C. 202 |
| 204 | Dixie Canyon –Round Valley | 6.9 | 26N87 to Highway 89 |
| 213 | Diamond Mountain Rd. | 9.1 | Engle Mine to County Line |
| 305 | Prattville-Butt Reservoir Rd | 8.6 | Hwy 89 to Butt Dam |
| 306 | Seneca Road | 10.1 | Hwy 89 to P.C. 305 |
| 317 | Rush Creek Road | 1.3 | Hwy 79 to Rich Gulch |
| 319 | Digger Ravine Road | 0.6 | Hwy 70 North |
| 401 | Squirrel Creek Road | 1.8 | Hwy 70 to 25N09.2 (Squirrel Creek) |
| 402 | Massack Road | 0.4 | Hwy 70 to Massack Creek |
| 403 | Mt. Hough-Crystal Lake Rd | 10 | Quincy Junction Rd to Mt Hough |
| 404A | Oakland Camp Road | 1.7 | Chandler Road to Oakland Camp |

| | | | |
|-------|---------------------------|------|-------------------------------------|
| 414 | Bucks Lake Road | 14.1 | Haskins Valley to Butte County Line |
| 416 | Old Highway Road | 1.7 | Hwy 70 to Hwy 70 |
| 417 | Butterfly Valley-Twain Rd | 8.6 | Hwy 70 to Twain |
| 420 | Blackhawk Road | 1.0 | Hwy 70 to 24N19 |
| 506C | Johnsville-Eureka Lake Rd | 0.4 | PC 506 to 23N09.2 |
| 507 | Johnsville-McCrea Road | 8.2 | Plumas-Sierra Line to 22N99 |
| 508 | Greenhorn Rd | 1.5 | Hwy 70 to PC 532 |
| 508A | McDermott Ravine Rd | 0.4 | PC 532 to 23N12 |
| 511 | Quincy-La Porte Rd | 25.0 | Hwy 70 to PC 514 |
| 512 | St. Louis Road | 3.9 | PC 511 East to Sierra County Line |
| 513 | Port Wine Road | 2.0 | PC 511 SE to Sierra County Line |
| 514 | Little Grass Valley Road | 8.0 | PC 511 to 22N94 |
| 532 | Harrison Rd | 3.3 | PC 508 to Highway 70 |
| 28N01 | Dixie Valley Road | 13.9 | 25N11 to 26N70 |
| 29N43 | Antelope Road | 10.2 | PC 111A to 28N03 |
| 26N70 | Milford-Beckwourth Road | 7.5 | PC 111 to 25N34 |
| 25N34 | Portello Park Road | 9.9 | 26N70 to PC 101 |
| 23N08 | Sloat-McRae Road | 7.5 | PC 507 to 23N37 |
| 23N37 | Poplar Valley Road | 4.4 | 23N08 to PC 502 |

Total Miles 263.5

Cooperative Forest Road Agreement
Plumas National Forest
& Plumas County

Green - PNF
Yellow - County

Map Labels (Roads):

- Diamond Mountain Rd
- Antelope Rd
- Milford-Beckwourth Rd
- Portello Park Rd
- Beckwourth-Genesee Rd
- Dixie Valley Rd
- Plinco Mine Rd
- Grizzly Rd
- Antelope Rd
- Mount Hough-Crystal Lake Rd
- Massack Rd
- Squirrel Creek Rd
- Harrison Rd
- McDermott Ravine Rd
- Poplar Valley Rd
- Johnsonville-Eureka Lake Rd
- Johnsonville-McCrea Rd
- St. Louis Rd
- Port Wine Rd
- Little Grassy Valley Rd
- Bucks Lake Rd
- Quincy-LaPorte Rd
- Greenhorn Rd
- Sloat Morea Rd
- Seneeca Rd
- Round Valley Rd
- Old Haun Rd
- Prattville-Butt Reservoir Rd
- Dixie Canyon-Round Valley Rd
- Rush Creek Rd
- Digger Ravine Rd
- Twain-Butterfly Valley Rd
- Blackhawk Rd
- Oakland Camp Rd

Prepared By:
Plumas County
Public Works
July 09, 2019

Prepared By:
Plumas County
Public Works
July 09, 2019

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: August 28, 2019

To: The Honorable Board of Supervisors

From: Roberta Allen, Auditor / Controller

Subject: Adoption of Basic and Bond Tax Rates for Fiscal Year 2019/20, Tax Year 2019

RECOMMENDATION:

Adopt a Resolution adopting the Basic Tax Rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital Bonds for Fiscal Year 2019/20 Tax Year 2019.

BACKGROUND:

Government Code §29100 requires that the board shall adopt by resolution the rates of taxes on the secured roll on or before October 3 of each year.

RESOLUTION NO. 19-

**A RESOLUTION ADOPTING THE BASIC TAX RATE FOR PLUMAS COUNTY AND THE RATES FOR
THE PLUMAS UNIFIED SCHOOL DISTRICT AND THE PLUMAS DISTRICT HOSPITAL BONDS FOR
FISCAL YEAR 2019/20**

WHEREAS, Government Code §29100 requires that the tax rates be set and approved by the Board of Supervisors.

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

The ad valorem property tax rate for Plumas County is 1% of the assessed value (\$1,000.00 per \$100,000 of assessed value) for the 2019/20 year, tax year 2019, with the bond rates to be ADDED to the 1% rate as follows:

The additional tax rates for the **Plumas Unified School District Bond** for Secured Assessed Values

Measure A: 0.03170% (\$31.70 per \$100,000 of assessed value)

Measure B: 0.07787% (\$77.87 per \$100,000 of assessed value)

The additional tax rates for the **Plumas Unified School District Bond** for Unsecured Assessed Values

Measure A: 0.03033% (\$30.33 per \$100,000 of assessed value)

Measure B: 0.05229% (\$52.29 per \$100,000 of assessed value)

The additional tax rates for the **Plumas District Hospital Bond**, as calculated and approved, by resolution No. 2019.3, by the Plumas District Hospital's Board, are affixed at **0.02732%** of the Secured assessed value (\$27.32 per \$100,000 of assessed value) and 0.03455% of the Unsecured assessed value for the fiscal year 2019/20 tax year 2019.

The additional tax rates for the Plumas Unified School District and Plumas District Hospital Bonds is affixed at 0.11652% (\$116.52 per \$100,000 of assessed value) of the assessed value of the Unitary/State Board Roll for the fiscal year 2019/20, tax year 2019.

The foregoing, Resolution No. 19-_____ was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of September, 2019
by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

**PLUMAS COUNTY
DEBT SERVICE**

Measure A & B School Bonds

FY 2019/20 Tax Year 2019

w/PDH Resolution 2019-3

| | | | |
|--------------------------------------|---------------------|--------------|--|
| FY 2019/20 Bond Debt Requirement | \$ 4,521,655.20 | 1 Reserves: | |
| Unitary portion of Debt Service | \$ 626,117.38 | 2 | |
| Total Debt | \$ 4,521,655.20 | | |
| Total to add to Reserve | \$ 100,000.00 | 3 | |
| Unitary Portion | \$ (626,117.38) | | |
| Unsecured Portion | \$ (81,515.74) | | |
| Total Debt for Secured | \$ 3,914,022.08 | | |
| Total Unsecured Value | \$ 114,326,133.00 | 4 | |
| Minus 13.7% Delinquent Rate | \$ (15,662,680.22) | | note: historical delq rate 2004 |
| Unsecured Rate (Prior Year Sec Rate) | 0.08262% | 5 | note: was FY18/19 Secured Bond Rate |
| Unsecured Portion | \$ 81,515.74 | | |
| Total Secured / Utility Value | \$ 3,691,526,957.00 | 6 | |
| Plus HOE | \$ 28,114,881.00 | 7 | |
| Minus 4% Delinquent Rate | \$ (147,661,078.28) | | |
| Total Value to collect on | \$ 3,571,980,759.72 | | |
| Secured Debt Service | \$ 3,914,022.08 | 3,181,818.21 | |
| FY 2019/20 Secured Bond Rate | 0.10958% | | \$ 4,521,655.20 Needs to equal total debt requirement on Allocation of Debt Service Revenue |
| FY19/20 w/o 2016 GO | 0.03170% | | \$ 109.58 |
| FY19/20 2016 GO only | 0.07787% | 0.10957568% | \$ 31.70 |
| | 0.00000% | | \$ 77.87 |
| | | | 109.58 |

**PLUMAS COUNTY
DEBT SERVICE**

**Measure A School Bond 2002, 2005 and
2016 Refunding Bonds**

FY 2019/20 Tax Year 2019

w/PDH Resolution 2019-3

| | | |
|--------------------------------------|----------------------------|-------|
| FY 2019/20 Bond Debt Requirement | \$ 1,291,042.70 | 1 |
| Unitary portion of Debt Service | \$ 178,771.76 | 2 |
| Total Debt | \$ 1,291,042.70 | |
| Reserve _old bond | \$ 50,000.00 | 3 |
| Unitary Portion | \$ (178,771.76) | |
| Unsecured Portion | \$ (29,924.63) | |
| Total Debt for Secured | \$ 1,132,346.31 | |
| Total Unsecured Value | \$ 114,326,133.00 | 4 |
| Minus 13.7% Delinquent Rate | \$ (15,662,680.22) | |
| Unsecured Rate (Prior Year Sec Rate) | 0.03033% | 5 |
| Unsecured Portion | \$ 29,924.63 | |
| Total Secured / Utility Value | \$ 3,691,526,957.00 | 6 |
| Plus HOE | \$ 28,114,881.00 | 7 |
| Minus 4% Delinquent Rate | \$ (147,661,078.28) | |
| Total Value to collect on | \$ 3,571,980,759.72 | |
| Secured Debt Service | \$ 1,132,346.31 | |
| FY 2019/20 Secured Bond Rate | 0.03170% | |

| | |
|------------------|---------------|
| Reserve Fund | |
| Fund 8006 Bal | \$ 442,855.51 |
| Reserve add on | \$ 50,000.00 |
| Use for Bond Pmt | \$ 492,855.51 |

note: historical delq rate 2004

note: was FY18/19 Secured Bond Rate for Measure A

Note: unsecured bond debt sv used for 2016GO

| | |
|--|------|
| \$ 1,291,042.70 | 0.00 |
| <i>Needs to equal total debt requirement on Allocation of Debt Service Revenue</i> | |

\$ 31.70

**PLUMAS COUNTY
DEBT SERVICE**

**Measure B School Bond 2016 General
Obligation Bonds Only**

FY 2019/20 Tax Year 2019

w/PDH Resolution 2019-3

| | | |
|---|----------------------------|---|
| FY 2019/20 Bond Debt Requirement | \$ 3,230,612.50 | 1 |
| Unitary portion of Debt Service | \$ 447,345.62 | 2 |
| Total Debt | \$ 3,230,612.50 | |
| Total add on in fund from Prior Year for Sinking Fund | \$ 50,000.00 | 3 |
| Unitary Portion | \$ (447,345.62) | |
| Unsecured Portion | \$ (51,591.12) | |
| Total Debt for Secured | \$ 2,781,675.76 | |
| Total Unsecured Value | \$ 114,326,133.00 | 4 |
| Minus 13.7% Delinquent Rate | \$ (15,662,680.22) | |
| Unsecured Rate (Prior Year Sec Rate) | 0.05229% | 5 |
| Unsecured Portion | \$ 51,591.12 | |
| Total Secured / Utility Value | \$ 3,691,526,957.00 | 6 |
| Plus HOE | \$ 28,114,881.00 | 7 |
| Minus 4% Delinquent Rate | \$ (147,661,078.28) | |
| Total Value to collect on | \$ 3,571,980,759.72 | |
| Secured Debt Service | \$ 2,781,675.76 | |
| FY 2018/19 Secured Bond Rate | 0.07787% | |

| | |
|------------------------------|-------------------|
| Reserv Fund | |
| Fund 3029 Bal | \$ 1,025,203.58 |
| Less Deposit to Sinking Fund | \$ (937,882.40) |
| Balance 6/30/19 | 87,321.18 |
| Add to Sinking Fund | 50,000.00 |
| Ending Balance | 137,321.18 |

note: historical delq rate 2004

note: was FY17/18 secured Bond Rate for Measure B

| | |
|---------------------------------------|--------------|
| \$ | 3,230,612.50 |
| Needs to equal total debt requirement | |
| on Allocation | of Debt |
| Service Revenue | |

\$ 77.87

PLUMAS COUNTY

Calculation of Unitary Average Tax Rate

FY 2019/20 | Tax Year 2019

w/ PDH Resolution 2019-3

| | | |
|--|----------------------------|-----------|
| FY 2019/20 Ad Valorem Secured | \$ 3,895,294,973.00 | A |
| Plus Utility | \$ 571,534,716.00 | B |
| Plus HOE | \$ 28,870,881.00 | C |
| Total Secured, Utility, & HOE | \$ 4,495,700,570.00 | D |
| Times the 1% Tax Rate | 1.00000% | |
| FY 2018/19 Gross County Wide Tax (Less Unsecured) | \$ 44,957,006.00 | |
| Divided by Secured Ad Valorem (see above 'D') | \$ 4,495,700,570.00 | |
| Unitary Rate - Countywide Tax Divided by Secured Ad Valorem - R&T Code 98.9(b)(1) | 1.00000% | |
| Prior Year Unitary Debt Service Rate | 0.13152% | F |
| Countywide Secured (including HOE) Debt Service Levy 2018/19 <i>immediate prior fiscal year</i> | \$ 2,818,838.76 | G |
| Countywide Secured (including HOE) Debt Service Levy 2017/18 <i>(second prior fiscal year)</i> | \$ 3,181,818.24 | H |
| Percentage of Difference Between 2 Preceding Years | 88.59207% | |
| Final Unitary Debt Service Tax Rate | 0.11652% | |
| Current Year Unitary Value | \$ 567,566,550.00 | E |
| Current Year Unitary Debt Service Levy | \$ 661,307.52 | A1 |

PLUMAS COUNTY
Allocation of Debt Service Revenue
FY 2019/20 | Tax Year 2019

| | <i>i</i> <i>data input</i> <i>x</i> | <i>k</i> <i>data input</i> <i>y</i> | <i>m</i> <i>Percentage</i> | <i>a</i> <i>data input</i> <i>z/1</i> | <i>q</i> <i>m*a</i> | <i>s</i> <i>calc</i> | <i>t</i> <i>calc</i> <i>2</i> | |
|-----------------|---|--|-----------------------------------|--|---|--|---|------------|
| | <i>Prior Year 18/19</i> <i>Service Revenue</i> | <i>Prior Year 18/19</i> <i>Unitary Debt</i> <i>Service</i> | | <i>Current Year</i> <i>Debt</i> <i>Requirement</i> | <i>Current Year</i> <i>Unitary</i> <i>Portion</i> | <i>Current Year</i> <i>Unitary</i> <i>Allocation</i> | <i>Current Year</i> <i>Debt Service Levy</i> | |
| School Bond A | \$ 1,409,690.08 | \$ 269,314.80 | 19.10% | \$ 1,291,042.70 | \$ 246,647.76 | 27.0331% | \$ 178,771.76 | |
| School Bond B | \$ 2,381,522.49 | \$ 458,417.23 | 19.25% | \$ 3,230,612.50 | \$ 621,857.84 | 67.6456% | \$ 447,345.62 | 626,117.38 |
| Plumas Hospital | \$ 291,079.44 | \$ 53,143.98 | 18.26% | \$ 254,133.90 | \$ 46,398.63 | 5.3213% | \$ 35,190.13 | |
| | \$ 4,082,292.01 | \$ 780,876.01 | - | \$ 4,775,789.10 | \$ 914,904.23 | 100.0000% | \$ 661,307.52 | |
| School bond A+B | \$ 3,791,212.57 | | | | | | from A1 | |

Plumas County Auditor/Controller
Bond Debt Calculation for FY19-20

| | | Measure A | Measure A | Measure B | Measure B | |
|----------|-----------------|-----------------|---------------|-----------------|-----------------|---|
| Fund | 8006 | 8006 | 3029 | 3029 | | |
| Due Date | 2005 GO | 2016 Refunding | 2016 GO | 2016 GO Feb19 | Total | |
| 2/1/2020 | \$ 54,206.25 | \$ 41,964.30 | \$ 108,287.50 | \$ 496,300.00 | \$ 700,758.05 | - |
| 8/1/2020 | \$ 1,054,206.25 | \$ 70,964.30 | \$ 183,287.50 | \$ 1,866,300.00 | \$ 3,174,758.05 | - |
| 2/1/2021 | \$ 27,956.25 | \$ 41,745.35 | \$ 107,537.50 | \$ 468,900.00 | \$ 646,139.10 | |
| | | | | | \$ - | |
| | \$ 1,136,368.75 | \$ 154,673.95 | \$ 399,112.50 | \$ 2,831,500.00 | \$ 4,521,655.20 | |
| Total | | \$ 1,291,042.70 | | \$ 3,230,612.50 | \$ 4,521,655.20 | |

PLUMAS HOSPITAL DISTRICT

RESOLUTION No. 2019-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PLUMAS HOSPITAL DISTRICT
GENERAL OBLIGATION BONDS SERIES B
PROPERTY TAX RATE 2019-2020

NOW, THEREFORE BE IT RESOLVED that the President and Secretary of the Board of the Plumas Hospital District Board of Directors are hereby authorized and empowered to take all actions necessary or appropriate:

1. To authorize the Plumas County Tax Assessor's office to set the 2019-2020 Property Tax Rate for the Plumas District Hospital General Obligation Bond Series B at 0.0002732

PASSED AND ADOPTED this 12th day of September, 2019 by the following vote:

AYES: Director Flanagan
Director Kimmel
Director Ryback
Director Sattenfeld
Director Wickman

NAYES: None

ABSENT: None

Valerie Flanigan, Board of Directors
Plumas Hospital District

ATTEST:

John Kimmel, Board of Directors
Plumas Hospital District

Debt Service - Plumas Hospital District

| | 2019/20 bond debt service | 2019-20 | |
|----|--|---------------------|---------------|
| 1 | Total Debt (Feb 2020 & Aug 2020) | 254,133.90 | (512.00) |
| 2 | Total left in fund after Aug 2018 pymt | (71,043.36) | (32,616.11) |
| 3 | Unitary Portion | 0.00 | |
| 4 | Unsecured Portion | (12,284.78) | |
| 5 | Total Debt for Secured Portion | 170,805.76 | |
| 6 | Total Unsecured Value | 40,868,281.00 | 2,548,821.00 |
| 7 | Minus 13% delq rate | (5,312,876.53) | |
| 8 | Unsec rate (prior yr sec rate) | 0.000000 | |
| 9 | Unsecured's portion | 12,284.78 | |
| 10 | Total Secured/utility Value | 669,354,583.00 | 34,905,904.00 |
| 11 | Plus HOE/HOX | 9,465,237.00 | |
| 12 | Minus 8% delq rate | (53,548,366.64) | |
| 13 | Total Value to collect on | 625,271,453.36 | 32,043,635.68 |
| 14 | Secured Debt Svc | 170,805.76 | (34,160.88) |
| 15 | Secured Bond Rate | 0.0002732 | (0.0000723) |

\$27.32 per \$100k

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**ADMINISTRATIVE AND BUDGETARY CONTROLS CONSISTENT WITH
GOVERNMENT CODE SECTIONS 29092 AND 29125,
DURING FISCAL YEAR 2018-2019 2019-2020**

Consistent with Government Code Section 29092, the Board of Supervisors adopts these Administrative and Budgetary Controls for the administration of the Plumas County 2019-2020 Budget.

County Owned Personal Property

Sole authority for the disposition, lease, sale, or trade-in of all County-owned personal property shall rest with the Purchasing Agent or the Board of Supervisors, within the delegated authority, consistent with Government Code Section 25504 and Plumas County Code 3-1.19

Contracts and Leases

A County Department Head may approve contracts for which an appropriation is budgeted, not exceeding five thousand dollars (\$5,000) in value, subject to approval by County Counsel

Budget Transfers

The Auditor/Controller has authority to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased. Provided, however, no budget transfers in amounts greater than \$5,000 shall be allowed to, from or within Salaries and Benefits (all 51XXX series accounts) and Fixed Assets (all 54XXX series accounts) -without prior approval of the Board of Supervisors.

Critical Staffing

The filling of all positions vacated during the 2019-2020 fiscal year shall be approved by the Board of Supervisors and supported by the Critical Staffing Questionnaire and current Department Organizational Chart.

Mid-Year Budget Review

The Auditor/Controller shall provide the Board of Supervisors a mid-year budget report in the month of February.

Department Head and Auditor/Controller Responsibility

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Purchasing Agent, within the delegated authority.

Policies

Department Heads and County employees are referred to existing County policies as provided in the County Policy Manual.

Departmental Reorganization/Reclassification

Pursuant to Government Code §29124 of the County Budget Guide, while operating under a recommended budget, any requests for departmental reorganization/reclassifications shall be deferred following adoption of the fiscal year budget.

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GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

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September 10, 2019

To the honorable Plumas County Board of Supervisors,

Please accept this letter as my official notice of intent to retire effective on or about December 30, 2019. It has been an honor to serve as Sheriff for the last ten years. You will have an important decision to make as it relates to the individual who will carry on the responsibilities of Sheriff. I will make myself available as you establish the process by which the next Sheriff is selected.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory J. Hagwood".

Sheriff Gregory J. Hagwood

