



## **BOARD OF SUPERVISORS**

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

AGENDA FOR REGULAR MEETING OF APRIL 7, 2020 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

[www.countyofplumas.com](http://www.countyofplumas.com)

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will remain closed to the public until further notice, and the public may participate as follows:

### **Live Stream of Meeting**

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

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

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

### **1. PUBLIC HEALTH AGENCY**

Report and update on COVID-19; receive report and discussion

### **2. CONSENT AGENDA**

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

#### **A) CLERK OF THE BOARD**

Approve Board minutes for March 2020

#### **B) PROBATION**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$150 per day/per juvenile, between County of Plumas and Tehama County to utilize their Juvenile Detention Facility; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed a rate of \$125 per day, between County of Plumas and Nevada County for use of Nevada County Juvenile Detention Facility; approved as to form by County Counsel [View Item](#)

#### **C) ELECTIONS**

- 1) Certify Election Results from the March 3, 2020 Presidential Primary Election [View Item](#)
- 2) Authorize the County Clerk-Recorder to recruit and fill vacant, funded and allocated 1.0 FTE Elections Services Assistant I/II position, created by resignation [View Item](#)

#### **D) SHERIFF**

- 1) Adopt **RESOLUTION** authorizing the Sheriff to execute the 2017-2018 Tobacco Law Enforcement Grant Program MOU, and sign and submit all related grant documents; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign contract, not to exceed \$30,000, between County of Plumas and Legal Research Associates, effective July 1, 2019 to provide legal research materials to inmates; approved as to form by County Counsel [View Item](#)

#### **E) BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign contract, not to exceed \$25,000, between County of Plumas and Heritage Oaks Hospital for psychiatric care and substance abuse treatment services; approved as to form by County Counsel [View Item](#)

#### **F) SOCIAL SERVICES**

- 1) Approve contract, not to exceed \$17,000, with the University of California, Davis for professional training services to be provided to the Department of Social Services, Child Welfare Services staff; approved as to form by County Counsel [View Item](#)
- 2) Adopt **PROCLAMATION** Proclaiming the Month of April 2020 as Child Abuse Prevention Month in Plumas County [View Item](#)

#### **G) PUBLIC HEALTH AGENCY**

Authorize Public Health Agency to accept the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 of \$163,427 to provide resources to prevent, prepare for, and respond to COVID-19; approve and authorize the Chair to sign Memorandum of Understanding, effective March 16, 2020: (MOU2020PCEH with Environmental Health of \$18,500; and MOU2020PCSO with Sheriff's Office of \$9,000); approved as to form by County Counsel [View Item](#)

04/07/2020

## H) PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Task Order No. 11, not to exceed \$39,149, to Professional Services Agreement between County of Plumas and Dokken Engineering for preparation of Geotechnical Investigation Report for Oakland Camp Road Bridge Replacement Project, effective July 3, 2019; approved as to form by County Counsel [View Item](#)
- 2) Award construction contract to the lowest, responsive bidder, McCuen Construction, Inc., of \$1,873,566.63, for Spanish Ranch Road Bridge Replacement project [View Item](#)

## SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

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

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

- A. Approve and authorize the Chair of the Governing Board to sign construction agreement, not to exceed \$160,778, between County of Plumas and Converse Construction, Inc. for emergency backup generator; discussion and possible action [View Item](#)
- B. Approve and authorize the Chair of the Governing Board to sign Amendment No. 1 to professional services agreement, between Walker Ranch CSD and North State Electric & Pump for on-call pump services, extending the contract to January 10, 2023; discussion and possible action [View Item](#)

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

## 4. DEPARTMENTAL MATTERS

### A) PLANNING – Tracey Ferguson

Receive and file COVID-19 Emergency Homelessness Funding Award Announcement (\$10,000), and Executed Standard Agreement as presented; approved as to form by County Counsel [View Item](#)

### B) SHERIFF – Todd Johns

- 1) Office of Emergency Services: Adopt RESOLUTION for Agencies that will provide the Mechanism for the County to Start the Recovery Process through State OES and FEMA Related to COVID-19. **Roll call vote** [View Item](#)
- 2) Victim Witness: Adopt RESOLUTION to amend the FY 2019-2020 Position Allocation for Victim Witness (20420); and authorize the Sheriff to begin recruitment to fill 2.0 FTE Victim Witness Advocate positions. **Roll call vote** [View Item](#)

## **5. BOARD OF SUPERVISORS**

- A. Discussion and possible action regarding Regional Order No. 20-01, USDA Forest Service Pacific Southwest Region (prohibits individuals from entering or using a Developed Recreation Site , or portion thereof, except trailheads, effective March 26, 2020 through April 30, 2020) [View Item](#)
- B. Ratify letter to California Advanced Services Fund (CASF) in support of Plumas-Sierra Telecommunications application for CASF funding; discussion and possible action [View Item](#)
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **6. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Human Resources Director (Board only)
- B. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code § 54956.9 Harry Rogers v. County of Plumas, Plumas Superior Court, Case No. CV19-00187; County of Plumas v. Harry Rogers, Third District Court of Appeals, Case No. C090668
- C. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804
- D. Conference with Legal Counsel: Existing litigation - Mountain Circle Family Services, Inc. v. County of Plumas, et al, Superior Court of Plumas County, Superior Court No. CV 19-00122, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

## **ADJOURNMENT**

Adjourn meeting to Tuesday, April 14, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



3B1

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

DATE: March 3, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of the contract between Plumas County Probation Department and Tehama County Juvenile Detention Facility.

Q

### **Recommendation**

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and Tehama County to utilize their Juvenile Detention Facility for the detention of Plumas County juvenile offenders.

### **Background and Discussion**

Because Plumas County does not have a juvenile detention facility and juveniles were in need of immediate placement, the Probation Department has contracted with Tehama County Juvenile Detention Facility in the detention of Plumas County juvenile offenders. The Juvenile Hall rate is \$150.00 a day per juvenile.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



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

DATE: March 25, 2020

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of the contract between Plumas County Probation Department and Nevada County Juvenile Detention Facility.

A handwritten signature in black ink, appearing to read "Erin Metcalf".

### Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and Nevada County to utilize their Juvenile Detention Facility for the detention of Plumas County juvenile offenders.

### Background and Discussion

Because Plumas County does not have a juvenile detention facility and juveniles were in need of immediate placement, the Probation Department has contracted with Nevada County Juvenile Detention Facility in the detention of Plumas County juvenile offenders. The Juvenile Hall rate is \$125.00 a day per juvenile.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

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**CERTIFICATION OF ELECTION RESULTS OF THE  
PRESIDENTIAL DIRECT PRIMARY ELECTION HELD ON MARCH 3, 2020**

I, Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, having completed the canvass of returns for the Presidential Primary Election held March 3, 2020 and recorded in the Elections Records, certify the results as follows:

The results for President; U.S. Representative, District 1; State Senate District 1; State Assembly, District 1; and Proposition 13 are hereto attached.

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

**SUPERVISOR DISTRICT 1**

Jason E. Christian	155
Dwight Ceresola*	567
Bill Powers*	325
Certified Write-In John Pato	248

**SUPERVISOR DISTRICT 2**

Greg Cameron	240
Phil Shannon	291
Michael Grant*	453
Kevin Goss*	761

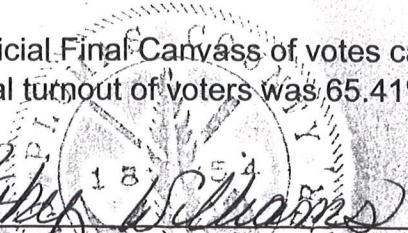
**SUPERVISOR DISTRICT 4**

Gregory J. Hagwood**	1152
Melissa Bishop	308

\* Will face in a run-off election in November, 2020.

\*\* Won in Primary. Race will not be on ballot in November, 2020.

The Official Final Canvass of votes cast is attached hereto and made a part hereof.  
The total turnout of voters was 65.41%.

  
Kathy Williams  
Plumas County Clerk-Recorder,  
Registrar of Voters

3-26-2020  
Date

**PLUMAS COUNTY**  
**MARCH 3, 2020**  
**PRESIDENTIAL PRIMARY**  
**OFFICIAL FINAL**

Precincts Reported: 29 of 29 (100.00%)

Voters Cast: 8,218 of 12,563 (65.41%)

**PRESTIDENT OF THE US - DEM (Vote for 1)  
DEM**

Precincts Reported: 29 of 29 (100.00%)

	Total	
Times Cast	3,120 / 12,563	24.83%

	Party	Total	
JULIÁN CASTRO	DEM	4	0.13%
MICHAEL A. ELLINGER	DEM	0	0.00%
ELIZABETH WARREN	DEM	397	13.34%
MARIANNE WILLIAMSON	DEM	8	0.27%
ANDREW YANG	DEM	13	0.44%
ROQUE "ROCKY" DE LA FUENTE III	DEM	4	0.13%
JOHN K. DELANEY	DEM	2	0.07%
AMY KLOBUCHAR	DEM	196	6.58%
BERNIE SANDERS	DEM	800	26.87%
JOE SESTAK	DEM	5	0.17%
TOM STEYER	DEM	167	5.61%
DEVAL PATRICK	DEM	0	0.00%
MICHAEL BENNET	DEM	6	0.20%
MICHAEL R. BLOOMBERG	DEM	385	12.93%
MOSIE BOYD	DEM	1	0.03%
CORY BOOKER	DEM	7	0.24%
PETE BUTTIGIEG	DEM	346	11.62%
JOSEPH R. BIDEN	DEM	604	20.29%
TULSI GABBARD	DEM	30	1.01%
MARK STEWART GREENSTEIN	DEM	2	0.07%
Total Votes		2,977	

	Total		
NAKIA L. ANTHONY	WRITE-IN	0	0.00%
DAPHNE DENISE BRADFORD	WRITE-IN	0	0.00%
WILLIE FELIX CARTER	WRITE-IN	0	0.00%
MICHAEL DENAME	WRITE-IN	0	0.00%
JEFFREY H. DROBMAN	WRITE-IN	0	0.00%
ROBERT JORDAN	WRITE-IN	0	0.00%
HEATHER MARIE STAGG	WRITE-IN	0	0.00%

## PRESIDENT OF THE US - REP (Vote for 1) REP

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		3,947 / 12,563	31.42%
Candidate	Party		Total
ROBERT ARDINI	REP	14	0.37%
JOE WALSH	REP	48	1.27%
BILL WELD	REP	65	1.72%
ROQUE "ROCKY" DE LA FUENTE	REP	10	0.26%
MATTHEW JOHN MATERN	REP	13	0.34%
ZOLTAN G. ISTVAN	REP	5	0.13%
DONALD J. TRUMP	REP	3,623	95.90%
Total Votes		3,778	
		Total	
DENIS C. GRASSKA	WRITE-IN	0	0.00%
ROBERT LEE MANNING, JR.	WRITE-IN	0	0.00%

## PRESIDENT OF THE US - AIP (Vote for 1) AIP

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		352 / 12,563	2.80%
Candidate	Party		Total
PHIL COLLINS	AIP	21	33.87%
ROQUE "ROCKY" DE LA FUENTE	AIP	9	14.52%
CHARLES KRAUT	AIP	8	12.90%
J.R. MYERS	AIP	5	8.06%
DON BLANKENSHIP	AIP	19	30.65%
Total Votes		62	

## PRESIDENT OF THE US - GRN (Vote for 1) GRN

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		18 / 12,563	0.14%
Candidate	Party		Total
DAVID ROLDE	GRN	0	0.00%
HOWIE HAWKINS	GRN	2	22.22%
DARIO HUNTER	GRN	2	22.22%
DENNIS LAMBERT	GRN	2	22.22%
SEDINAM MOYOWASIFZA CURRY	GRN	3	33.33%
Total Votes		9	
		Total	
KENT MESPLAY	WRITE-IN	0	0.00%

## PRESIDENT OF THE US - LIB (Vote for 1) LIB

Precincts Reported: 29 of 29 (100.00%)

Times Cast	Party	Total	
		67 / 12,563	0.53%
Candidate		Total	
KEN ARMSTRONG	LIB	7	23.33%
MAX ABRAMSON	LIB	2	6.67%
SAM ROBB	LIB	2	6.67%
KIM RUFF	LIB	2	6.67%
STEVEN A RICHEY	LIB	2	6.67%
JACOB HORNBERGER	LIB	2	6.67%
SOURAYA FAAS	LIB	0	0.00%
KEENAN WALLACE DUNHAM	LIB	2	6.67%
ADAM KOKESH	LIB	2	6.67%
VERMIN SUPREME	LIB	5	16.67%
JO JORGENSEN	LIB	4	13.33%
DAN BEHRMAN	LIB	0	0.00%
ERIK CHASE GERHARDT	LIB	0	0.00%
Total Votes		30	
		Total	
SORINNE ARDELEANU	WRITE-IN	0	0.00%
NICHOLAS D'ARTAGNAN DUMAS	WRITE-IN	0	0.00%
GEBY EVA ESPINOSA	WRITE-IN	0	0.00%
JAMES ORLANDO OGLE	WRITE-IN	0	0.00%

## PRESIDENT OF THE US - PF (Vote for 1) PEF

Precincts Reported: 29 of 29 (100.00%)

Times Cast	Party	Total	
		14 / 12,563	0.11%
Candidate		Total	
HOWIE HAWKINS	PEF	5	83.33%
GLORIA LA RIVA	PEF	1	16.67%
Total Votes		6	

## US REPRESENTATIVE 1ST DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,218 / 12,563	65.41%
Candidate	Party	Total	
GREGORY EDWARD CHEADLE	NPP	66	0.82%
DOUG LAMALFA	REP	4,605	57.21%
JOSEPH LETOURNEAU IV	NPP	72	0.89%
ROB LYDON	DEM	299	3.71%
AUDREY DENNEY	DEM	3,006	37.35%
Total Votes		8,049	
		Total	
KENNETH E. SWANSON	WRITE-IN	1	0.01%

## STATE SENATOR DISTRICT 1 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,218 / 12,563	65.41%
Candidate	Party	Total	
LINDA KELLEHER	NPP	438	5.57%
BRIAN DAHLE	REP	4,868	61.86%
PAMELA DAWN SWARTZ	DEM	2,563	32.57%
Total Votes		7,869	

## MEMBER OF THE STATE ASSEMBLY 1ST DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,218 / 12,563	65.41%
Candidate	Party	Total	
PK "PAUL" DHANUKA	NPP	384	4.79%
MEGAN DAHLE	REP	4,550	56.75%
ELIZABETH L BETANCOURT	DEM	3,083	38.46%
Total Votes		8,017	

## COUNTY SUPERVISOR DISTRICT 1 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

Total		
Times Cast	1,368 / 2,186	62.58%
Total		
Candidate	Party	
JASON E. CHRISTIAN		155 11.97%
DWIGHT CERESOLA		567 43.78%
BILL POWERS		325 25.10%
Total Votes		1,295
Total		
JOHN PATO	WRITE-IN	248 19.15%

## COUNTY SUPERVISOR DISTRICT 2 (Vote for 1)

Precincts Reported: 11 of 11 (100.00%)

Total		
Times Cast	1,801 / 2,615	68.87%
Total		
Candidate	Party	
GREG CAMERON		240 13.75%
PHIL SHANNON		291 16.68%
MICHAEL GRANT		453 25.96%
KEVIN GOSS		761 43.61%
Total Votes		1,745

## COUNTY SUPERVISOR DISTRICT 4 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

Total		
Times Cast	1,527 / 2,417	63.18%
Total		
Candidate	Party	
GREGORY J. HAGWOOD		1,152 78.90%
MELISSA BISHOP		308 21.10%
Total Votes		1,460

## Proposition 13 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

Total		
Times Cast	8,218 / 12,563	65.41%
Total		
Candidate	Party	
YES		2,277 28.93%
NO		5,593 71.07%
Total Votes		7,870

2C2

## 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: March 23, 2020

TO: The Honorable Board of Supervisors

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: Authorize the County Clerk-Recorder Department to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I-II, created by resignation

*Kathy*  
Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
[kathywilliams@countyofplumas.com](mailto:kathywilliams@countyofplumas.com)

*Julie*  
Julie Hagwood  
Assistant  
[juliehagwood@countyofplumas.com](mailto:juliehagwood@countyofplumas.com)

### Background

On June 21, 2019, the former Election Services Assistant II provided us with a letter of resignation leaving a vacancy in her position effective July 19, 2019. This created a critical staffing shortage within the department. We were unable to fill the position until November 14, 2019. The employee hired for the position stayed 113 days, long enough for training on the new election system. When a county position paying \$5.00 per hour more was listed with Human Resources, she applied and received the position. We continue to face this problem as the pay rate is substantially less than warranted to keep an employee.

This is an especially intense election period for us. With multiple elections already calendared, the department needs to recruit and fill the position as quickly as possible.

The duties of this position have changed over the years and are much more demanding than the duties were at the time the salary was put in place in the 1990's. Election laws have changed requiring daily interaction with the Secretary of State, DMV and the statewide Election Management System. This requires a substantial level of knowledge and understanding of the election process and the ability to work in a fast paced demanding job setting during peak election cycles.

### Recommendation

It is recommended that the Board authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I-II position vacancy that has been created by resignation within the department and authorize an applicant to be paid at a step A, B or C depending on qualification and experience. Step A = 13.16, B = 14.51, C = 15.24.

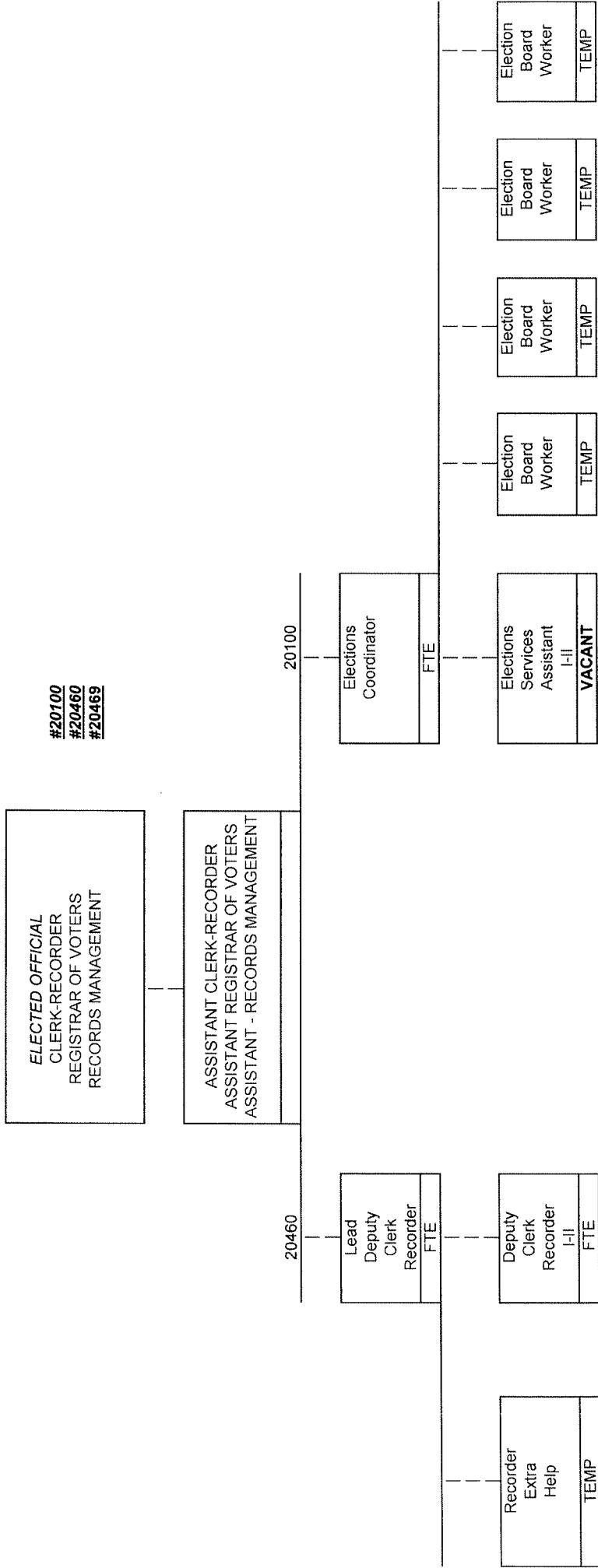
QUESTIONS FOR STAFFING CRITICAL POSITIONS  
WHICH ARE CURRENTLY ALLOCATED

***ELECTION SERVICES ASSISTANT***

- Is there a legitimate business, statutory or financial justification to fill the position?  
*The department is only allocated 2.5 staff in the Elections Division. There is never a year without one or more elections. The election process requires a minimum of 2 staff to process ballots and provide assistance with election services.*
- Why is it critical that this position be filled at this time?  
*We currently have 3 elections in progress. State law requires many processes to have two staff members present to conduct several procedures.*
- How long has the position been vacant? *It became vacant on March 6, 2020, 3 days after the Presidential Primary on March 2, 2020.*
- Can the department use other wages until the next budget cycle? *We do not have sufficient funds in other wages. The department's wage and benefits portion of the 2019/2020 budget includes funding for this position.*
- What are staffing levels at other counties for similar departments and/or positions? *The majority of other counties have more staffing in their election division than we do when we have a full staff of 2.5.*
- What core function will be impacted without filling the position prior to July 1? *Several county functions such as conducting the Hamilton Branch Fire Protection District Special Tax Election, all processes in the November 3, Presidential Election and daily duties maintaining the voter database and state reporting requirements.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *None.*
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to the other County departments? *None.*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No.*
- Does the budget reduction plan anticipate the elimination of any of the requested positions? *No.*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the positions may impact positively or negatively the need for general fund support? *None.*
- Does the department have a reserve? *N/A.* If yes, provide the activity of the department's reserve account for the last three years?

## ORGANIZATIONAL CHART

3/20/2020





# Office of the Sheriff

## Office of Emergency Services

2D1

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 25, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *TJ*

**RE:** Agenda Item for the meeting of April 7, 2020

**It is recommended that the Board:**

Adopt Resolution and authorize the Sheriff to execute the 2017-2018 Tobacco Law Enforcement Grant Program MOU and to sign and submit all other necessary grant documents.

**Background and Discussion:**

The Sheriff's Office has been awarded funding to participate in the Tobacco Law Enforcement Grant Program. This funding is to be used to increase enforcement of state and local laws regarding tobacco sales and consumption and to increase education to youth at schools regarding the dangers of tobacco and other substance abuse.

A Resolution is required for the grant funding to be available for use.

Resolution and contract have been reviewed by County Counsel.

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION #** \_\_\_\_\_

**WHEREAS**, the Sheriff of Plumas County desires to undertake a certain project designated as the Tobacco Law Enforcement Grant Program 2017-2018 (TLEGP), to be financed with funds made available through California Department of Justice (Cal DOJ) administered by the Office of the Attorney General.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that the Sheriff of County of Plumas is hereby authorized to execute, on behalf of the County of Plumas and the County of Plumas Board of Supervisors, the Memorandum of Understanding (MOU) in the amount of \$304,000.00 with the Cal DOJ, and to execute and submit all other necessary grant documents, including but not limited to applications, agreements, modifications, payment requests, and amendments for the purpose of increasing funding, that may be necessary for the completion of the 2017-2018 TLEGP.

**BE IT FURTHER RESOLVED**, that the Sheriff of the County of Plumas agrees to the funding terms and conditions of Cal DOJ, including any amendment thereof.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on \_\_\_\_\_, 2020 by the following vote;

**AYES;**

**NOES;**

**ABSENT;**

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Kevin Goss, Chair \_\_\_\_\_

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk \_\_\_\_\_

Approved as to form:



3/24/20

Gretchen Stuhr  
Deputy County Counsel III

# TOBACCO LAW ENFORCEMENT

## GRANT PROGRAM

DOJ-PROP56-2018-19-1



## PROPOSAL COVER SHEET

### SUBMITTED BY:

Plumas County Sheriff's Office

<Division/Section>

Sergeant Carson Wingfield

1400 East Main Street, Quincy CA 95971

530-283-6375 – cwingfield@pcso.net

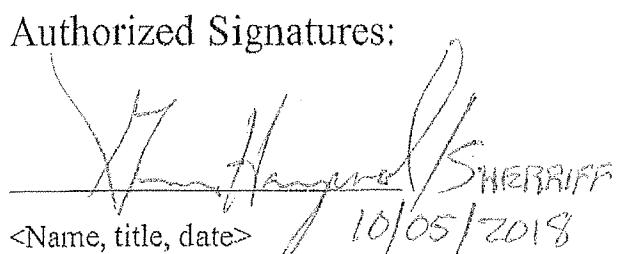
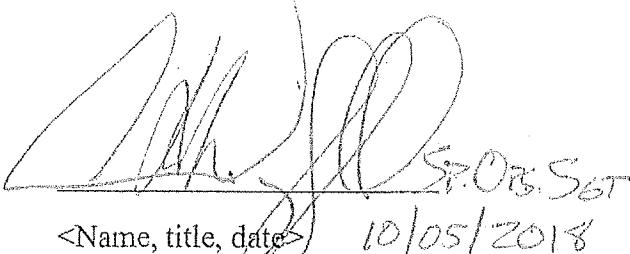
### PROGRAM CONTACT:

Sergeant Carson Wingfield

1400 East Main Street, Quincy CA 95971

530-283-6375 – cwingfield@pcso.net

### Authorized Signatures:

   
\_\_\_\_\_  
<Name, title, date> 10/05/2018 <Name, title, date> 10/05/2018

\_\_\_\_\_  
<Name, title, date>

\_\_\_\_\_  
<Name, title, date>

# TOBACCO LAW ENFORCEMENT

## GRANT PROGRAM

DOJ-PROP56-2018-19-1

### Proposal from the County of Plumas

#### I. Summary:

- a. **Agency Description:** The Plumas County Sheriff's Office is a multi-faceted law enforcement agency providing a full range of law enforcement services. It operates in a highly regulated environment and must comply with numerous federal, state, and local requirements and mandates. The Sheriff's Office strives to provide the highest level of service and protection to the community. The jurisdiction of the Sheriff extends throughout the county, including the City of Portola and state and federally owned property. The chain of command is as follows: The Sheriff, Under Sheriff, Patrol Commander, Special Operations Sergeant, Investigation Sergeant, Jail Commander, and Fiscal Officer. There are three substations, located in Portola, Chester, and Greenville. Each sub-station has one Sergeant and is staffed at adequate levels as necessitated by regional needs. The Sheriff's Office also houses a reserve unit and in addition is in charge of countywide animal control, boat patrol, and the county jail, and the county Office of Emergency Services. Currently, there are 31 sworn-in officers.

The jurisdiction covered by these 31 sworn officers spans 2,613 square miles and includes a population of just over 18,000 people. The 2014 US Census estimates the countywide population as 90.9% White, 8.4% as Hispanic or Latino, 3.2% as American Indian or Alaska Native, 1.2% as Black or African American, 1.1% as Asian, and 0.1% as Native Hawaiian or Pacific Islander.

There are 40 businesses within Plumas County that have county-issued tobacco retail licenses. County Ordinance #16-1103 requires each tobacco retailer in Plumas County to obtain a local license. A study done by the California Department of Public Health shows the prevalence of adult smokers in Plumas County is 20.5 percent, much higher than the California state prevalence of 12.7 percent.

- b. **Funding Requested:** The County of Plumas is formally requesting funding for the amount of \$304,000 (FY 18/19-\$78,762, FY 19/20-\$112,619, FY 20/21-\$112,619)
- c. **Scope of Work:** The goals of this proposed project are as follows:
  - Increase enforcement of state and local laws and policies regarding tobacco sales and consumption
  - Perform retail licensing inspections

- Increase education to youth at schools regarding the dangers of tobacco, and other substance abuse
- Provide merchant education regarding current laws and regulations surrounding tobacco sales
- Conduct outreach to the community at whole regarding laws surrounding tobacco

**Objective:** By June 30, 2021, all businesses within the county of Plumas will be in compliance with county ordinance #16-1103 <sup>1</sup>known as the “Tobacco Retailer Licensing Program”, as well as any California law regarding tobacco. In its latest State of Tobacco Control, the American Lung Association issued an “F” grade to Plumas County. By June 30, 2021, Plumas County’s grade will rise to a “C” grade.

**Coordination/Collaboration Activities:**

- Meet 3-6 times annually to increase communication and involvement with students, parents, agency partners (local tobacco policy and education program, behavioral health services) and/or community organizations.
- Join local tobacco-free coalition and coordinate prevention efforts.

**Community Education Activities:**

- Provide tobacco, alcohol, and other drug prevention education to schools in all four major communities of Plumas County.
- Conduct community outreach activities such as manning educational booths at the Plumas County Children’s Fair, Great American Smoke-out, Plumas-Sierra County Fair, and Portola City Nights.

**Training/Technical Assistance:**

- Conduct yearly retailer education classes focusing on furnishing tobacco products to minors.
- Conduct a minimum of one-2 hour session to teachers and administration on new and emerging tobacco use products that are targeted at youth. Example: New JUUL vape device.

**II. Problem Statement:**

Illegal tobacco sales continue to be problematic within Plumas County. Over the last decade Plumas County has seen an average illegal sales rate of 20.61 percent, compared to the state’s average of 8.82 percent. Over the past eleven years 63 percent of Plumas

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<sup>1</sup> Ordinance #16-1103 has a mandatory retail license for anyone selling tobacco, ban on mobile tobacco retailing, and hefty fines for selling tobacco to anyone under the age of 21. Also included is a comprehensive definition of tobacco to the standard of the state of California, including electronic cigarettes and marijuana.

County stores have sold to youth and young adults, and 14 stores have multiple counts of illegal sales. This has been an on-going issue in the county over the last ten years and recent data suggests the problem is getting worse. During underage purchase surveys conducted by the Plumas County Public Health Agency earlier this year, 12 out of 24 stores surveyed in Plumas County illegally sold tobacco products to underage investigators. This doubled the county's documented rate from the last year. Youth are more interested in using tobacco in Plumas County partly because their role models all use tobacco. The adult smoking rate in Plumas County is 20.5 percent, nearly twice the current average for California of 12.7 percent.

### **III. Project Description:**

The hiring of a community outreach officer will help the residents of Plumas County by providing additional education about local and state laws and prevention education. By also enforcing additional ordinance that may not be directly associated with tobacco, (such as window signs featuring alcohol and sugar based beverages), the overall wellness in the community will grow over time.

The Social Ecological Model includes change for the individual, interpersonal, community, organizational levels, and policy/enabling environment. Plumas County currently has a local ordinance requiring each tobacco retailer to obtain a county tobacco retail license. This license puts the obligation to follow local and state laws on the proprietor, ensuring a higher level of responsibility from the tobacco retailers themselves. In addition to making the data collected more accurate, spreading out compliance checks throughout the year will make a statement to the community that this is taken seriously.

The Deputy Sheriff will build community relationships with students, retailers, and the community through educational visits. With efforts geared towards youth tobacco-use prevention, youth will feel generally worthwhile seeing the department take an interest in the health and future of the younger generation. The retailers will know they have a resource and connection with law enforcement for technical assistance and education on complying with tobacco laws. This will strengthen the capacity of the county to enforce state and local laws. Additionally, it will also empower the younger generation to make wiser decisions when it comes to tobacco products. It will improve interpersonal processes and primary groups.

The ultimate goal of ramping up tobacco law enforcement and education is the trickling effect it will have. Students in the classes will share what they know with friends and family. Retailers will educate their clerks and know how to properly identify persons attempting to purchase tobacco. Institutional factors will also improve. The retailers will see that law enforcement is taking this seriously and realize the importance of abiding by state and local laws and ordinances. The community as a whole will be improved through strengthened relationship between retailer, law enforcement, and students. Local and state policy regarding minimum age will be enforced across the county.

**IV. Project Personnel**

- a. One Full-Time Deputy II to specifically work on tobacco law enforcement, and prevention activities in Plumas County. Additional duties would include patrol backup, shift relief during peak periods, and community outreach. Approximate hire date would be November 1, 2018.
- b. This grant would fund 20 hours a month of a supervising sergeant's time. This position would oversee enforcement and community outreach activities, and arrange citations with Deputy Sheriff and the District Attorney.

**V. Budget -- See attached Budget detail**

## TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

**Costs Per Fiscal Year (July 1 - June 30)**

#### A. Personal Services

### Salaries

## Overtime

## Benefits

**B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)**

## TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

**C. Equipment (tangible items with a per-unit cost of \$5,000 or more)**

**D. Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2018-19	FY 2018-19	FY 2020-21
In-county travel for prevention education	Average of 60 miles/day X \$0.54/mile	\$ 6,318	\$ 8,424	\$ 8,424
In-county travel for tobacco retailing enforcement	198 miles X \$0.54/mile X 2 / year	\$ 214	\$ 214	\$ 214
In-county travel for enforcement of other tobacco laws (sideway, playground, etc...)	198 miles X \$0.54/mile X 4 / year	\$ 428	\$ 428	\$ 428
Out-of-county travel for DOJ training to Sacramento	(288 miles X \$0.54) + (128 hotel/ night X 2 nights) + (\$84/d)	\$ 1,620	\$ 1,620	\$ 1,620
<b>TOTAL</b>		\$ 8,580	\$ 10,686	\$ 10,686

\*Travel rates must adhere to State rules and limits

#### **E. Other Expenses**

#### **F. Administrative Costs\***

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Administrative costs such as administrative expenses of overhead, accounting support, and payroll services.	Administrative cost is calculated at 5% of the project budget	\$ 3,750 \$ -	\$ 5,362 \$ -	\$ 5,362 \$ -

\*Administrative costs may not exceed 5% of the total budget.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

Budget Category	FY 2018-19	FY 2019-20	FY 2020-21	Total Request
A. Personal Services	\$ 60,526	\$ 90,665	\$ 90,665	\$ 241,856
B. Operating Expenses	\$ 1,016	\$ 1,016	\$ 1,016	\$ 3,048
C. Equipment	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration	\$ 8,580	\$ 10,686	\$ 10,686	\$ 29,952
E. Other Expenses	\$ 4,890	\$ 4,890	\$ 4,890	\$ 14,670
F. Administrative Costs	\$ 3,750	\$ 5,362	\$ 5,362	\$ 14,474
<b>TOTAL PROJECT COSTS</b>	<b>\$ 78,762</b>	<b>\$ 112,619</b>	<b>\$ 112,619</b>	<b>\$ 304,000</b>



# Office of the Sheriff

## Office of Emergency Services

3DA

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** **March 30<sup>th</sup>, 2020**

**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Todd Johns**

**RE:** **Agenda Item for the meeting of April 7th, 2020**

### **RECOMMENDATION:**

Approve and sign contract between the Plumas County Sheriff's Office Inmate Welfare Fund and Legal Research associates, (LRA) for payments and services provided by Legal Research Associates from July 1<sup>st</sup>, 2019 to date of approval, up to the amount of Thirty Thousand Dollars, (\$30,000.00).

### **CONTRACT:**

Term. The term of this agreement shall be from July 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2022 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Legal Research Associates from July 1<sup>st</sup>, 2019 to date of approval of this agreement by the Board of Supervisors.

### **BACKGROUND & DISCUSSION:**

The Plumas County Correctional Facility is required to provide access to legal services for inmates incarcerated at the Plumas County Correctional Facility. Legal Research Associates is a service funded by the Plumas County Correctional Facility Inmate Welfare Fund and does not require any cost to be covered by the County of Plumas.

## AGREEMENT FOR INMATE LEGAL RESEARCH SERVICES

IT IS HEREBY AGREED between Law Search Associates, LLC, doing business as Legal Research Associates (LRA) and the Plumas County Sheriff's Office (County) that LRA will provide legal research materials to the inmates of the Plumas County Jail as follows:

- (a) All research services will be performed by our staff at our facilities;
- (b) LRA will provide the County with a camera-ready master that it can copy to produce Legal Assistance Request forms to be used by your inmates. This form will be two-sided. The front will be filled out by the inmate. The reverse side will contain instructions to help inmates complete the form; LRA will also do whatever is necessary to place the Request Form on the VEND ENGINE KIOSK/TABLET so that inmates may submit requests electronically.
- (c) County deputies and/or technicians in the housing units will advise inmates requesting law library access of the availability of our service and provide the Request form to those who want it;
- (d) When used by inmates the completed Requests will be date stamped there and then sent by FAX or E-Mail to our office by a member of the County staff;
- (e) Upon receipt in our office, the Requests will be date stamped here. LRA will then process the requests and return to each inmate the information that best satisfies her/his request. Responses will be shipped to your facility by over-night courier and distributed to the requesting inmates by members of your staff. Each Request form will be date-stamped to show when our response is returned to you;
- (f) An inmate will be allowed to include up to 5 items in each request (e.g. 5 cases; 5 statutes; 5 packets, or any combination thereof). LRA will exercise some flexibility in counting items. For instance, 4 or 5 short code sections may be counted as a single item. If an inmate's request includes more than 5 items on any single Request Form **only the first 5 items** will be provided. The Request Form includes notice to the inmates that if more than 5 items are needed, a separate form must be completed for each 5 items.
- (g) LRA will ship the responses **at our cost** to your facility by overnight courier. LRA will be responsible for packaging our responses and delivering them to the courier for timely shipment. LRA guarantee shipment of our response to each request within 3 working days of receipt. If any response requires more time than this, LRA will send a memo to the inmate giving the reason for the delay. Each response will be packaged in an **open-ended envelope** and marked **only** with information necessary to deliver it to the requesting inmate. LRA will give priority to Requests submitted by pro per inmates, and to Requests from inmates who have immediately impending court dates:
- (h) Your County agrees that it will not duplicate any of the material we send to you;
- (i) LRA will charge according to the following schedule on a per-request basis:

Responses of 1 to 5 pages	\$12.00
Responses of 5 to 25 pages	\$17.00
Responses of 25-50 pages	\$22.00
Responses of 51-100 pages	\$27.00
Responses of 101-150 pages	\$39.00
Responses of 151-200 pages	\$44.00
Responses of 201-250 pages	\$49.00
Responses of more than 250 pages	\$60.00

LRA will bill monthly for the Responses sent the previous calendar month, itemizing the Responses being charged. LRA will also prepare a monthly report providing information on numbers of inmates using our service, categories of information being requested, and total output. **There is no minimum charge whatsoever.** The Plumas County Sheriff's Office will pay each invoice within thirty days of receipt.

(j) The maximum payable by Plumas County to LRA Ten Thousand Dollars (\$10,000.00) for each twelve month period of service, for a maximum of \$30,000.00.

(k) The term of this contract is three years commencing July 1, 2019, and ending June 30, 2022. Plumas County's Board of Supervisors hereby ratifies, and approves for payment, services provided by LRA from July 1, 2019, to date of approval of this Agreement by the Board of Supervisors.

(l) At no additional charge LRA will respond to any inmate grievances regarding our program and at no additional charge appear in court and/or attend meetings as needed to explain and support our program.

(m) During the term of this Agreement LRA shall maintain policies of insurance as follows:

Commercial General Liability with limits of \$1,000,000.00 - \$2,000,000.00

Professional Liability insurance with limits of \$1,000,000.00

Worker's Compensation insurance with limits of \$1,000,000.00

(n) This Agreement may be terminated by the County for cause upon thirty days notice to LRA. For purposes of this Agreement, "cause," includes but is not limited to any of the following: material breach of this Agreement by LRA, violation by LRA of any applicable laws, assignment of this Agreement without the written consent of the County, or failure to provide services in a satisfactory manner. The "notice" shall specify the reason for termination and the effective date of such termination.

(o) This Agreement may be terminated without cause by either LRA or the County on thirty days written notice to the other party.

(p) 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 Department shall have no liability to pay any further funds whatsoever to LRA or furnish any other consideration under this Agreement and LRA 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 Department shall have the option to either cancel this Agreement with no further liability incurring to the Department, or offer an amendment to LRA 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. LRA acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

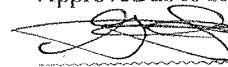
Dated: \_\_\_\_\_

Richard L. Williams, Owner  
Legal Research Associates

Dated: \_\_\_\_\_

Kevin Goss, Chair  
Board of Supervisors

Approved as to form:



3/26/20

Gretchen Stuhr  
Deputy Plumas County Counsel

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

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Director Tony Hobson, Ph.D.



DATE: April 7, 2020

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

## Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the Board Chair to sign fiscal year 2019/20 agreement for \$25,000.00 with Heritage Oaks Hospital. This agreement has been approved to form by County Counsel.

## **BACKGROUND AND DISCUSSION:**

Heritage Oaks Hospital provides inpatient and outpatient acute, psychiatric, and co-occurring mental health and substance abuse treatment services.

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



JF1

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO  
DIRECTOR

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

DATE: MARCH 27, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 7, 2020 CONSENT  
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT WITH  
U.C. DAVIS FOR STAFF TRAINING

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

Approve contract CW-2019-26, in the amount of \$17,000 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff.

**Background and Discussion**

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four units of training.

### **Financial Impact**

The total value of the training under the agreement is \$17,000, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

### **Other Agency Involvement**

County Counsel has reviewed the contract and approved it as to form.

Copies:      PCDSS Management Staff (memo only)  
                 Karen Hayden, Staff Services Analyst

Enclosure

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO

SANTA BARBARA • SANTA CRUZ



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION  
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE  
DAVIS, CA 95618-4852

Agreement #CW-2019-26  
C000114018

Training Services Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and PLUMAS COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from May 1, 2020 through June 30, 2020. All courses must be completed by June 30, 2020. The term of this Agreement commences May 1, 2020 and shall remain in effect through June 30, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by UC Davis from May 1, 2020 to date of approval of this Agreement by the Board of Supervisors.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$1,000,000
      - b) Per accident \$1,000,000
    - 2) Property damage \$1,000,000
  - c. Workers Compensation insurance in accordance with California state law.
  - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. 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.

University:

Financial Services  
UC Davis Continuing and  
Professional Education  
1333 Research Park Drive  
Davis, CA 95618

User:

Plumas County  
Health and Human Services  
270 County Hospital Rd, Room 207  
Quincy, CA 95971

Additional University:

Center for Human Services  
UC Davis Continuing and  
Professional Education  
1333 Research Park Drive  
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University 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; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. 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 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. 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.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. 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.

Signature page follows:

EXHIBIT A

**TRAINING PROGRAM**

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is                   \$17,000.00



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

*JF2*  
Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MARCH 27, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 7, 2020 - CONSENT AGENDA

RE: ADOPT A PROCLAMATION DECLARING APRIL AS CHILD ABUSE  
PREVENTION MONTH

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

Adopt the enclosed proclamation declaring April as Child Abuse Prevention Month in Plumas County

**Background and Discussion**

April is nationally recognized as Child Abuse Prevention Month. In recognition of that, the Board of Supervisors is asked to adopt the enclosed proclamation recognizing April as Child Abuse Prevention Month in Plumas County

Copies: DSS Management Staff  
Human Services Department Heads

Enclosure

**PROCLAMTION DECLARING APRIL 2020 AS  
CHILD ABUSE PREVENTION AWARENESS MONTH  
IN PLUMAS COUNTY**

WHEREAS, child abuse and neglect are serious social problems that affect many families in Plumas County; and,

WHEREAS, all adults and caregivers have a responsibility, as neighbors, community members, and citizens of Plumas County to help create healthy, safe and nurturing environments for all children and youth; and,

WHEREAS, preventing child abuse and neglect includes helping families to build strengths so that children can succeed and thrive; and,

WHEREAS, success in preventing child abuse in Plumas County depends on strong collaborative partnerships among human services agencies, child protective services, community-based organizations, schools, law enforcement, and the faith and business communities; and,

WHEREAS the Plumas County Child Abuse Prevention Council has provided a collaborative forum since 1998 for the planning and implementation of child abuse prevention programs; and,

WHEREAS, the Plumas County Board of Supervisors acknowledges the work done by many agencies and individuals in our county that is targeted to protect children, strengthen families, and eliminate the social factors that contribute to family dysfunction and child abuse and neglect; and,

WHEREAS, the Plumas County Board of Supervisors also acknowledges the work done by county social workers, whose mission includes protecting at-risk children from harm that may occur in the home setting; and,

WHEREAS, the Plumas County Board of Supervisors declares its commitment to promote policies and practices that support community-wide efforts to strengthen families and reduce the incidence of child abuse and neglect in Plumas County; and,

WHEREAS, the month of April has been recognized by the United States Congress as Child Abuse Prevention Awareness Month; and,

WHEREAS, wearing the color blue, wearing a blue ribbon or displaying a pinwheel in April will serve as a positive reminder that together, we can prevent child abuse and keep children safe.

NOW, THEREFORE, the Plumas County Board of Supervisors adopts this proclamation declaring April 2020 as Child Abuse Prevention Awareness Month in Plumas County.

---

Kevin Goss, Chair  
Plumas County Board of Supervisors

---

Date

26



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** March 19, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**CC:** Jerry Sipe, Environmental Health Director  
Todd Johns, Plumas County Sheriff

**Agenda:** Item for April 7, 2020

**Recommendation:** Authorize Public Health Agency to accept the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 of \$163,427 to provide resources to prevent, prepare for, and respond to COVID-19; approve and authorize the Chair to sign Memorandum of Understanding, effective March 16, 2020: (MOU2020PCEH with Environmental Health of \$18,500; and MOU2020PCSO with Sheriff's Office of \$9,000); approved as to form by County Counsel

**Background:** On March 6<sup>th</sup>, President Trump signed the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020. This bill provides \$8.3 billion for COVID-19 response activities. To support governmental public health, the Center for Disease Control and Prevention (CDC) activated the Cooperative Agreement for Emergency Response and is awarding funding to eligible jurisdictions to provide resources to prevent, prepare for and respond to COVID-19. The funding is intended for states, local, territorial and tribal health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and other preparedness and response activities.

California has received a total of \$41,206,709. The California Department of Public Health (CDPH) has allocated seventy percent to local health jurisdictions aligned with previous sharing ratios between state and Local Health Departments (LHD); similar to Public Health Emergency Preparedness (PHEP) funding, Los Angeles County received its own federal allocation. Funding has been awarded to LHD with base amounts of \$150,000.00 and increased proportionately based on population. Plumas County Public Health Agency was awarded and received a total of \$163,427.00.

**Fiscal Impact:** There is no fiscal impact to the County General Fund as the MOU's with Environmental Health and the Sheriff's Office are funded through the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020.

At this time the Board is requested to accept the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 in the amount of \$163,427.00, and approve the related Memorandum of Understandings with Environmental Health and the Sheriff's Office.

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

530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>



## 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 Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director

### CONSENT AGENDA REQUEST

For the April 7th, 2020 meeting of the Plumas County Board of Supervisors

Date: March 30, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: **Authorize Execution of Task Order No. 11 to the Professional Services Agreement with Dokken Engineering for preparation of a Geotechnical Investigation Report for the Oakland Camp Road Bridge Replacement Project in the amount of \$39,149.00, and ratify and approve for payment, services provided by Dokken Engineering, Inc. from July 3, 2019, to the date of this Amendment by the Board of Supervisors.**

#### Background:

Plumas County Department of Public Works (County), under an existing on-call agreement with Dokken Engineering, is requesting engineering services support for the Oakland Camp Road Bridge Replacement Project. The project site is located on County Road 404A (Oakland Camp Road), at post mile 0.8, northeast of Quincy and State Route 70. This road provides vehicular access through Plumas National Forest and to the Oakland Camp. The existing structures are a one-lane, steel-girder bridge with an overlay on corrugated steel deck placed on concrete abutments and an adjacent 165-foot-long low-water crossing. The California Department of Transportation (Caltrans) has deemed the bridge crossing functionally obsolete.

The project is federally funded through the Highway Bridge Program (HBP), which is administered by the Caltrans. The technical study completed under this task order will be reviewed and approved by the County and Caltrans.

The Scope of Work includes the preparation of a geotechnical investigation and report and is attached to the contract as Exhibit "A". The Fee Schedule and Project Schedule are attached as Exhibits "B" and "C" respectively.

Work on this project began prior to the execution of this contract in order to complete the project before the onset of inclement weather. A retroactive clause is included within the contract language which authorizes payment for services incurred since July 3, 2019.

Task Order No. 11 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 authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Task Order No. 11 to the Professional Services Agreement between the County of Plumas and Dokken Engineering for On-call Engineering Services for the “Oakland Camp Road Bridge Replacement Project” in the amount not to exceed \$39,149.00, and ratify and approve for payment, services provided by Dokken Engineering, Inc., from July 3, 2019, to the date of this Amendment by the Board of Supervisors.

**Attachment:** Task Order No. 11 to the Professional Services Agreement between the County of Plumas and Dokken Engineering

**TASK ORDER NO. 11  
to the  
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for  
Transportation Improvement Projects in  
Plumas County, California**

This Task Order is an addendum to the PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DOKKEN ENGINEERING INC. ("Consultant"), dated January 25, 2016, and is hereby amended on \_\_\_\_\_, 2020 as set forth below.

The "County" has identified the need for professional services on the following project:

**TASK ORDER: Geotechnical Investigation for the  
Oakland Camp Road Bridge Replacement Project**

1. **Incorporation of Agreement.** All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.
2. **Scope of Services.** The scope of services shall be as specifically set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference.
3. **Compensation.** County shall compensate Contractor for the services described in Section 2 above in accordance with the Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by reference.
4. **Schedule of Performance.** The project schedule shall be as set forth in the Project Schedule which is attached hereto as Exhibit "C" and incorporated herein by this reference.
5. **Additional Contract Provisions.**

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement first referenced above remain unchanged.

The professional services performed pursuant to Task Order No. 11 shall commence, retroactively, on July 3, 2019. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Dokken Engineering, Inc. from July 3, 2019, to date of approval of this Amendment by the Board of Supervisors.

\_\_\_\_ Consultants Initials

\_\_\_\_ County Initials

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 11 to be executed by and through their respective authorized officers, as of the date first above written.

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

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

**CONTRACTOR:**

Dokken Engineering, Inc.

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

Name: John Klemunes

Title: President

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

**COUNTY:**

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

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

Kevin Goss, Chair

Board of Supervisors

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

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

**ATTEST:**

Name: Cathy Chan

Title: Secretary

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

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

Nancy DaForno

Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

Plumas County Counsel

By:  3/24/2020

Deputy County Counsel

Dokken Engineering Inc. Taxpayer ID Number - 68-0099664

\_\_\_\_\_  
Consultants Initials

\_\_\_\_\_  
County Initials

## EXHIBIT A

### PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

#### GEOTECHNICAL AND TYPE SELECTION REPORT SERVICES FOR THE OAKLAND CAMP ROAD AT SPANISH CREEK BRIDGE REPLACEMENT

The following scope of services will be performed by Dokken Engineering (Dokken) and subconsultant Geocon to prepare a Geotechnical Design/Foundation Report (GDFR).

This scope of work assumes the following:

1. County will waive the Environmental Health permit fees required for geotechnical borings.
2. No environmental documents or permits will be required by Dokken or Geocon to perform the geotechnical borings other than an exhibit showing the boring locations.

#### ***EXISTING BRIDGE DESCRIPTION***

Oakland Camp Road provides access to the Oakland Feather River Camp. The bridge site is located approximately 1 mile northeast of the intersection with Chandler Road and 3 miles north of East Quincy. The existing one-lane bridge across Spanish Creek is approximately 35 feet long with an adjacent low water crossing to accommodate higher river flows. The creek thalweg is less than 10 feet below the bridge deck. We understand the roadway is to be realigned along a new alignment approximately 50 feet to the north (downstream) with a new bridge structure on the order of 250 feet long to span across the channel. Plumas County is proposing to construct a new bridge to meet applicable federal and state bridge standards.

The new bridge will be substantially higher than the current crossing.

The proposed project will replace the existing bridge approximately 20 to 60 feet north (downstream) of the existing structure. The new bridge will likely be a 2- or 3-span structure with a total length of about 250 to 275 feet and total width of about 31 feet. The replacement structure will accommodate two travel lanes and shoulders. The bridge will likely be supported by deep foundations at all support locations.

#### **TASK 1. PROJECT MANAGEMENT**

Dokken will provide management services during the project. No face-to-face meetings are anticipated. Phone conference calls will be conducted as needed.

#### **TASK 2. Geotechnical Investigation and Geotechnical Design/Foundation Report**

Geocon will explore and evaluate the subsurface conditions at the proposed bridge site and provide design-level geotechnical recommendations for the project. The investigation will include a field exploration program, geotechnical laboratory testing, engineering analysis, and preparation of a Draft and Final combined Geotechnical Design/Foundation Report (GDFR).

Geocon will explore and evaluate the subsurface conditions at bridge location and provide design level geotechnical recommendations for the project. The investigation will include a field

exploration program, geotechnical laboratory testing, engineering analysis, and preparation of Draft and Final Foundation Reports. The following scope of services are proposed:

- Perform a site reconnaissance to determine drill rig access and mark out exploration locations in the field for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 2 business days (as required by law) prior to performing exploratory excavations at the site.
- A soil boring permit from the Plumas County Environmental Health Department (PCEHD) will be submitted for the proposed geotechnical investigation. We understand that for soil borings this is a no-fee permit. Other required permits (encroachment permits, environmental permits, California Department of Fish and Wildlife permits, etc.) will be secured by others prior to field explorations.
- Given the low traffic volumes and adequate room to safely drill adjacent to the roadway, we do not anticipate needing traffic control measures during field operations.
- Perform six (6) exploratory borings at the site. The planned boring depths will be between 5 and 40 feet (or to 10 feet into rock) based on conditions encountered, with two borings in the roadway approaches to 5 foot depth and four borings for the proposed bridge between 15 and 40 foot depth. Two bridge borings will be located at the approximate abutment locations and two borings will be located mid-channel for design of pier foundations. The borings will be performed using a truck- or track-mounted drill rig equipped with auger and rock coring equipment. Difficult drilling conditions consisting of gravel, cobble, and boulders underlain by bedrock will require rock coring drilling methods to be used.
- Obtain representative disturbed and undisturbed soil samples from the boring(s) using a driven Standard Penetration Test (SPT) sampler and/or California Modified sampler.
- Obtain rock cores where rock coring is performed.
- Log the borings in accordance with Caltrans guidelines.
- Upon completion, backfill the borings with neat cement grout or in accordance with permit requirements.
- Excess soil cuttings will be spread at roadway shoulders.
- Perform laboratory tests to evaluate pertinent geotechnical parameters of soil and rock materials.
- Analyze field and laboratory data and prepare Draft and Final Foundation Reports to include (but not be limited to) the following:
- Analyze field and laboratory data and prepare Draft and Final Foundation Reports to include (but not be limited to) the following:
  - Scope of work summary, project description, field exploration program summary.
  - Site Plan showing locations of the exploratory borings.
  - Site geology and subsurface conditions.
  - Summary of laboratory testing program.
  - Geologic profile and engineering parameters.
  - Seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
  - Geologic hazard evaluation (liquefaction, lateral spreading, etc.).
  - Preliminary soil corrosivity screening.
  - Bridge foundation recommendations and associated design parameters.
  - Design recommendations for recommended foundation type(s), allowable bearing capacity, and estimated settlement.
  - Embankment material and earthwork recommendations.

- Flexible pavement structural section recommendations.
- Construction considerations.
- Log of Test Boring (LOTB) sheet(s).

Geocon will submit a draft Foundation Report for owner review (electronic copy). Geocon will address any comments prior to finalizing the Foundation Reports (one electronic copy and up to three hard copies, if desired).

*Deliverable:      Draft and Final GDFR  
                         Log of Test Boring Sheets*



**Plumas County**  
**Oakland Camp Road Type Selection Report**

2/18/2020

Task Description	DOKKEN ENGINEERING			Geocon			Grand Total Costs		
	Total Hours	Other Direct Cost	Total Cost	Staff	Other Hours	Total Cost	Staff	Other Direct Costs	Total Costs
Task 1.0 - Project Management	4	4	\$ 915						
Task 2.0 - Geotechnical Investigation and Report			\$ -	2	36	\$ 50	2	14	\$ 24,616
TOTAL HOURS	4	4	\$ 915	2	36	\$ 50	2	14	\$ 24,616
TOTAL COST	\$915		\$ 915	\$490	\$6,257	\$6,787	\$927	\$199	\$21,615
									\$ 38,234
									\$ 118
									\$ 39,149

Task Description	DOKKEN ENGINEERING			Geocon			Grand Total Costs		
	Total Hours	Other Direct Cost	Total Cost	Staff	Other Hours	Total Cost	Staff	Other Direct Costs	Total Costs
Task 1.0 - Project Management	4	4	\$ 915						
Task 2.0 - Geotechnical Investigation and Report			\$ -	2	36	\$ 50	2	14	\$ 24,616
TOTAL HOURS	4	4	\$ 915	2	36	\$ 50	2	14	\$ 24,616
TOTAL COST	\$915		\$ 915	\$490	\$6,257	\$6,787	\$927	\$199	\$21,615
									\$ 38,234
									\$ 118
									\$ 39,149

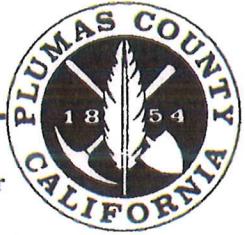
## EXHIBIT C

### Project Schedule

Dokken will complete the draft report by May 31, 2020. The final report will be submitted within three weeks of receiving County comments. These dates assume field borings can be performed in March of 2020.

# 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 Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director



JH2

## AGENDA REQUEST

for the April 7, 2020 meeting of the Plumas County Board of Supervisors

Date: March 30, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: **Request approval to award construction contract to the lowest responsive bidder, McCuen Construction Inc., in the amount of \$1,873,566.63 per Public Contract Code for the Spanish Ranch Road Bridge Replacement project.**

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

### BACKGROUND:

Sealed bids were opened at 2:00 p.m. on February 14th, 2020. The bid results are attached. Eight bids were received. The bids ranged from 17% under to 50% over the engineer's estimate.

McCuen Construction, Inc. (low bidder): \$1,873,566.63

Engineer's Estimate: \$2,262,555.80

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

McCuen Construction Inc. is an established firm from Loomis, CA with extensive work for both Caltrans and local Agencies on transportation improvement projects and public buildings for over 10 years in northern California and in the Tahoe Basin. The contractor has listed 10.69% participation by certified federal Disadvantaged Business Enterprise (DBE) subcontractors in the bid that exceeds the project's DBE Goal of 9%.

The project work is part of the Department's construction budget for FY 19/20 and FY 20/21 under Work Order #464. WO #464 is 100.00% reimbursable from the Highway Bridge Program (HBP). The work consists of:

- 1) Constructing a parallel detour road and creek crossing utilizing culverts
- 2) Demolition and removal of the existing Spanish Ranch Road Bridge
- 3) Construction of a new two-lane bridge across Spanish Creek on the current road alignment.

County Counsel has reviewed, and approved as to form, the draft contract as provided in the bid documents.

Award Construction Contract for Spanish Ranch Road Bridge Replacement

March 30, 2020

Page 2

The contractor will be issued a Notice to Proceed after award and work should commence in mid- to late-April of this year with goal of completion of the project by November 2020.

A complete copy of the proposed contract, including all exhibits, is available for public viewing upon request during normal office hours at the headquarters office of the Department of Public Works:

1834 East Main Street  
Quincy, CA 95971  
(530) 283-6268.

**RECOMMENDATIONS:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a construction contract with McCuen Construction, Inc. in the base amount of One Million Eight Hundred Seventy-Three Thousand Five Hundred Sixty Six Dollars and Sixty Three Cents (\$1,873,566.63) for the Spanish Ranch Road Bridge Replacement Project in Meadow Valley, Plumas County.

Attachment: Bid Results Compilation Sheet

*3A*

## **AGENDA REQUEST**

for the April 7, 2020 meeting of the Plumas County Board of Supervisors

Date: March 30, 2020

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD

*Robert A. Perreault*

Subject: WRCSD Generator Project: Authorize the Chair of the Governing Board and the WRCSD Manager to execute a Construction Agreement for Emergency Backup Generator with Converse Construction, Inc. in an amount not to exceed \$160,778; discussion and consider authorization.

## **BACKGROUND:**

### Water System

WRCSD provides water and sewer service to customers within the CSD. The source of potable water comes from a single well and the water is stored in two 500,000-gallon water tanks. The water pump and associated pressure tank are both housed within the pump house at 710 Red River Drive. The pump house also houses a Caterpillar diesel backup generator inside the building that was installed in 1997 as backup power to the water pumps.

Upon notification of the Pacific Gas & Electric (PG&E) Company's implementation of its Power Safety Power Shutoff (PSPS) program, Public Works staff conducted an equipment assessment of the Power Emergency Backup System at the Walker Ranch CSD facilities. Staff concluded that the components of the existing backup system warrant replacement.

In June 2019, staff contracted with Cashman Service, who specializes in Caterpillar generator repair, to inspect the existing generator and automatic transfer switch and to provide a recommendation on repairing vs. replacing the existing generator and transfer switch. Cashman Service did not attempt to start the generator and found safety concerns with the generator exhaust vent not capable of withstanding the high heat of diesel exhaust. There are also issues with the small diesel tank below the generator not being large enough for a sustained power outage and the difficulty in refueling inside the building. Cashman recommends replacing both the existing generator and outdated transfer switch with a new generator outside and a new automatic transfer switch.

After review of the Cashman inspection report, staff was directed to obtain a generator and transfer switch quotes from Cashman. Cashman provided a quote for a new generator and transfer switch at the pump house, based on capacity of the existing generator. This quote for \$62,306 is for a 300 kw generator, which is less than the 350 kw generator determined to be required, and did not include installation.

### Sewer System

The WRCSD sewer system consists of individual lot septic tanks with effluent pumps to pump the liquid waste through sewer mains to a community leach field north of the subdivision. No effluent is pumped from individual lots during a power outage except for properties with backup generators, which has become more common recently. Electrical pumps are required at the community leach field tank to pump the effluent to the leach fields. No backup power exists at the leach field to accomplish such pumping during power outages. Without functioning pumps during a power outage, the effluent would overtop the holding tank located near the leach field.

Although WRCSD has not been affected by the PG&E PSPS program to date, in October 2019, the State Water Board inquired about backup power to the leach field pumps and is requiring that emergency backup power be provided to the leach field pumps.

Initially, staff solicited a quote for generator and an automatic transfer switch (ATS) at the pump house and leach field from Universal Electric located in Chester. The size of generator was determined by Universal Electric by measuring the maximum electric demand of the water well pump and two pressure tank pumps. The fee proposal received from Universal Electric including equipment and installation totaled \$130,842.38. This fee proposal did not include obtaining Building Permits as the request for a proposal required and did not include paying prevailing wages as required.

Accordingly, to conform to the County Purchasing Policy, the procurement of the backup generators and associated equipment was solicited in a Request for Bids (RFB).

### Bidding Phase

Staff posted the generator RFB on the County website on January 10, 2020 and in all Plumas County newspapers on January 22, 2020 with bids due January 30, 2020. The bid scope for this site includes a 350 kilowatt diesel generator at the pump house and 25 kilowatt diesel generator at the community leach field and a new ATS at each location. Universal Electric was notified of the RFB, but chose not to participate in the bid process. Four (4) Bids were received for the WRCSD generators ranging from \$160,778 to \$181,200 with the apparent low bid submitted by Converse Construction.

By way of additional background information, Converse Construction, in 2017, was awarded a contract to construct a generator project at the Quincy Maintenance Yard. The project was successfully completed.

Attached is a summary of the bid results. Please note that only the WRCSD project is the subject of this Agenda Request as only WRCSD funding may be used for this project.

Next Steps, including Fiscal Impact

A construction agreement has been drafted and approved as to form by County Counsel. The Agreement is attached for reference.

Installation of emergency backup generators at WRCSD is urgent due to the potential lengthy duration of possible PG&E Public Safety Power Shut Offs and the State Water Board requirement to provide backup power to the community leach field. The WRCSD water supply is reliant on the water well pumping water to fill the water tanks, which only have a two-day supply during summer peak occupancy months. Further, a large portion of WRCSD customers rely continuously on the water pressure tank, located in the pump house, to provide sufficient pressure for water distribution.

There are sufficient funds within the budget line item for the generator expenditures above, as adopted by the Governing Board on September 17, 2019.

Without backup power to the community leach field, sewerage effluent could overflow the holding tank and without power to the well building, water service will stop immediately for a portion of the WRCSD and within days for the rest of the WRCSD.

**RECOMMENDATION:**

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Governing Board and the WRCSD Manager to execute a Construction Agreement for the generators and ATS transfer switches at the WRCSD water pump house and community leach field at a cost not to exceed \$160,778.

PLUMAS COUNTY PUBLIC WORKS

## BID SUMMARY

ITEM: 2020 Plumas County Generator Bids

BID DUE: 1/30/20 @ 5:00 pm

## **Construction Agreement**

This Agreement is made by and between the Walker Ranch Community Services District, a political subdivision of the State of California, (hereinafter referred to as "WRCSD"), and Converse Construction, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the WRCSD with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** WRCSD shall pay Contractor for the Work in the manner set forth in Exhibit A, attached hereto. The total amount paid by WRCSD to Contractor under this Agreement shall not exceed One-Hundred Sixty Thousand Seven Hundred Seventy-Eight Dollars and No/100 (\$160,778) (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 July 31, 2020, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By WRCSD for Cause.** The WRCSD 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 WRCSD, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the WRCSD terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the WRCSD other than for the value of the services and materials previously provided to the WRCSD under this Agreement.
  - b. **WRCSD's Remedies.** Upon terminating this Agreement for cause, WRCSD may, without prejudice to any other rights or remedies held by the WRCSD 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 WRCSD deems appropriate. If the WRCSD's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the WRCSD. This obligation for payment shall survive the termination of this Agreement.
  - c. **By WRCSD for Convenience.** The WRCSD may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement

\_\_\_\_\_ WRCSD INITIALS

1

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

for convenience, the WRCSD shall pay Contractor the value of the services and materials previously provided to the WRCSD under this Agreement as well as the costs incurred by Contractor by reason of such termination.

- d. By Contractor. If the WRCSD 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 WRCSD, terminate this Agreement. Upon such termination, WRCSD shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. WRCSD's Right to Stop and Correct Work. WRCSD 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 WRCSD 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 WRCSD to do so, the WRCSD may, without prejudice to any other rights or remedies held by the WRCSD under this Agreement or applicable law, correct the Work by what whatever reasonable method the WRCSD 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 WRCSD 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 WRCSD 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 WRCSD 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 WRCSD may correct the Work, and Contractor shall pay the cost of such correction to the WRCSD within fifteen (15) days of Contractor's receipt of WRCSD's

\_\_\_\_\_ WRCSD INITIALS

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

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 WRCSD.
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 WRCSD.
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 WRCSD, 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 WRCSD 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), WRCSD shall not be liable for, and Contractor shall defend and indemnify WRCSD and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.
23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the WRCSD, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "WRCSD") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the WRCSD, as the additional insured; 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 WRCSD, 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 WRCSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the WRCSD, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; 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 WRCSD before the WRCSD's own primary insurance policy or self-insurance shall be called upon to protect it as a

named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

If requested by WRCSD in writing, Contractor shall furnish a certificate of insurance satisfactory to WRCSD 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 WRCSD. WRCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. 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 WRCSD 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 WRCSD 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 C10 (electrical) contractor, issued by the State of California, No. 842863.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the WRCSD, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, WRCSD. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in WRCSD. It is understood by both Contractor and WRCSD 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 WRCSD.
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.

\_\_\_\_\_ WRCSD INITIALS

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 WRCSD 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 WRCSD 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 WRCSD, the WRCSD 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.

WRCSD:

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

Contractor:

Converse Construction, Inc.  
20553 Sunset Lane  
Redding, CA 96002  
Attention: Leslie Converse

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the WRCSD or as part of any audit of the WRCSD 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 WRCSD 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 WRCSD 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 WRCSD shall have the option to either cancel this Agreement with no further liability incurring to the WRCSD, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

\_\_\_\_\_ WRCSD INITIALS

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

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

**CONTRACTOR:**

Converse Construction, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Leslie Converse  
Title: President  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Patsy Turner  
Title: Secretary  
Date signed: \_\_\_\_\_

**WRCSD:**

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

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors and  
WRCSD Governing Board  
Date signed: \_\_\_\_\_

**ATTEST:**  
By: \_\_\_\_\_  
Nancy DaForno  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Name: Robert A. Perreault, Jr.  
Title: Director of Public Works  
Date signed: \_\_\_\_\_

Approved as to form:

Plumas County Counsel

By:  2/21/20  
Deputy County Counsel

## **EXHIBIT A**

### **Scope of Work, Cost and Schedule**

1. See attached proposal Bid Sheet B-2, incorporated herein by reference, for scope of work. This contract includes exhibit B-2 amount only, as each generator exhibit subsection of the bid sheet sub totals the bids by each political subdivision. Each Exhibit will require a separate agreement for each political subdivision. Submitted subcontractor list is included indicating no subcontractors.
2. Contractor shall be paid in accordance with the attached Bid Sheet Exhibit No. B-2, following submission of invoice pursuant to the terms below.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the WRCSD 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.
4. Notwithstanding anything to the contrary in this Agreement, WRCSD shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the WRCSD. If Paragraph 6 of this Exhibit B has been satisfied, then the WRCSD shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of WRCSD's receipt of Contractor's invoice.
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the WRCSD, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The WRCSD shall not have any responsibility to make payments to any subcontractor or supplier.
7. Any payment to Contractor or any partial or entire use or occupancy of the Work by the WRCSD shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
8. Upon notice from Contractor that the Work is complete, the WRCSD will inspect the Work. When (i) the WRCSD determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the WRCSD data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the WRCSD a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the WRCSD.
9. 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.

## BID SHEET

Provide bid cost for generator at Public Works office building, Beckwourth CSA and two generators at Walker Ranch CSD. Cost should include all labor, equipment costs, fees, services and all applicable taxes. It is not required that bids be submitted for each item below, but each item bid must include materials and complete installation in the submitted bid.

The Plumas County Board of Supervisors or respective Governing Board reserves the right to reject any and all bids.

To evaluate your proposal capabilities, please furnish a total lump sum cost for generator and transfer switch installed:

Exhibit No.	Description	Bid Amount (numerical)	Bid Amount (words)
B-1	80 Kw diesel generator and 400 Amp ATS transfer switch at 1834 East Main Street, Quincy	\$62,636.00	Sixty Two Thousand Six Hundred Thirty Six and no/100
B-2	500 Kw diesel generator and 400 Amp ATS transfer switch at 710 Red River Drive, Almanor 25 Kw diesel generator and 200 Amp ATS transfer switch near 710 Red River Drive, Almanor at community leach field	\$160,778.00	One Hundred Sixty Thousand, Seven Hundred Seventy Eight and no/100
B-3	10 Kw manual generator and 100 AMP manual transfer switch at 80956 Hwy 70, Beckwourth at sewer pump station	\$36,213.00	Thirty Six Thousand, Two Hundred Thirteen and no/100
	Total generators	\$259,627.00	Two Hundred Fifty Nine Thousand Six Hundred Twenty Seven and no/100

**Along with the bid sheet, please provide the following as Attachments or Enclosures to this Bid Sheet:**

- A proposed work schedule including working days
- Generator and transfer switch specification sheets

**Name & Address of BIDDER (please print):**

Name: Converse Construction, Inc.

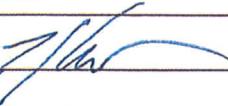
Title: President

Address: 20553 Sunset Lane, Redding, CA 96002

Phone: 530-378-5591

Cell Phone: 530-355-5564

Email: patsy@conversecon.com

Signature: 

Date: 01/30/2020

### ADDENDA

This Proposal is submitted with respect to the changes to the contract included in the addenda number/s

01

(Fill in addenda numbers if addenda have been received)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTOR LIST**  
DES-OE-0102.2C (NEW 10/2014)

Bidding Firm: Converse Construction, Inc.

Under Public Contract Code § 4100 et seq., the Bidder must set forth in the bid the name, the location of the place of business, the California contractor license number, and the portion of work of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Submit with the bid.

Business Name and Location	California Contractor License Number <sup>a</sup>	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
NONE				

<sup>a</sup> Not required on contracts with Federal-Aid.

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

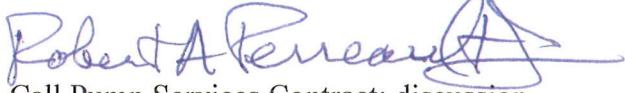
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**Draft 3-25-20**

**AGENDA REQUEST**

for the April 7, 2020 meeting of the Plumas County Board of Supervisors

Date: March 30, 2020

To: Honorable Governing Board  
From: Robert Perreault, Manager, WRCSD  
Subject: Amendment No. 1 to the WRCSD On-Call Pump Services Contract; discussion and consider authorization.

**BACKGROUND:**

Walker Ranch CSD executed a professional services agreement July 11, 2017 for on-call pump services with North State Pump and Electric, for emergency repairs to the water well pumps and associated electrical controls. Four task orders were executed totaling \$6,013.66 prior to the expiration of the agreement on January 10, 2020. This agreement is critical to have in place to expedite service and payment for service of the two (2) water pumps that provide water to the WRCSD. Without immediate repair to these pumps, as may be needed the water would stop flowing to the WRCSD customers in a matter of days.

The attached Amendment No. 1 to agreement for professional services, approved as to form by County Counsel, extends the term of the agreement to January 10, 2023. The contractor's total compensation shall not exceed the remaining balance of \$93,986.34.

The source of funding for this contract is the budget of the Walker Ranch CSD and does not involve Plumas County general funds.

**RECOMMENDATION:**

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the WRCSD Manager and the Chair of the Governing Board to execute Amendment No. 1 to the On-Call Pump Professional Services Agreement with North State Pump and Electric, copy attached.

Attachment: Amendment No. 1 to the Professional Services Agreement for On-Call Pump Services

**AMENDMENT NO. 1  
to the  
PROFESSIONAL SERVICES AGREEMENT  
For  
On-Call Pump Services  
Walker Ranch Community Services District**

The July 11, 2017 PROFESSIONAL SERVICES AGREEMENT, by and between the WALKER RANCH COMMUNITY SERVICES DISTRICT, a political subdivision ("WRCSD") and NORTH STATE ELECTRIC & PUMP, a California Corporation, (hereinafter referred to as "Consultant"), is hereby amended as follows:

**4.1. Term.** This Agreement, which commenced on July 11, 2017, is extended to January 10, 2023 and shall terminate on that date, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

Other Contract Provisions.

All other contract provisions set forth in the July 11, 2017 Professional Services Agreement first referenced above remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

**FOR VESTRA RESOURCES, INC.**

Susan Goodwin, Vice President, Engineering

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

Kimberly Wilkes, Chief Financial Officer

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

Taxpayer ID Number: 68-0150306

**FOR WALKER RANCH COMMUNITY SERVICES DISTRICT**

**APPROVED AS TO SCOPE OF WORK:**

Robert A. Perreault, Jr., P.E.  
Manager WRCSD

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

**APPROVED AS TO FORM:**

 Deputy  
Plumas County Counsel

Date: 2/28/2020

**CONCURRENCE:**

Kevin Goss, Chair, Board of Supervisors

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

**ATTEST:**

Nancy DaForno, Clerk of the Board of Supervisors

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



YA

## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

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

**MEETING DATE:** April 7, 2020

**SUBJECT:** COVID-19 Emergency Homelessness Funding

**RECOMMENDATION:**

1. Review Award Announcement and Executed Standard Agreement (no action required, receive and file)

**BACKGROUND:**

In response to the COVID-19 outbreak and to protect the health and safety of people experiencing homelessness and reduce the spread, Governor Newsom signed Senate Bill 89 on March 17, 2020 allocating funding to help protect this vulnerable population. For this purpose, the California Homeless Coordinating and Financing Council under the Business, Consumer Services, and Housing Agency, awarded a grant to Plumas County in the amount of \$10,000.00.

The Award Announcement (Attachment 1), dated March 23, 2020, states the funding is immediately available to help California local governments fight the COVID-19 pandemic. Specifically, this award is intended for investments into COVID-19 prevention and containment efforts for shelters, including but not limited to, medically indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. This will allow proper social distancing and isolation to reduce the spread of COVID-19. Eligible uses are meant to be broad and Plumas County can determine the best use of the funding based on need.

On March 25, 2020 County Counsel approved as to form the Standard Agreement, including Exhibit A (Authority, Purpose, and Scope of Work), Exhibit B (Budget Detail and Payment Provisions), and Exhibit C (General Terms and Conditions) (Attachment 2a).

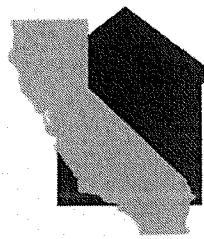
On March 26, 2020 County Administrator executed the Standard Agreement (Attachment 2).

On March 27, 2020 Planning Department staff submitted the County-executed Standard Agreement, along with all supporting documentation to the State.

The State has indicated that funding could follow as soon as early April 2020.

**ATTACHMENTS:**

1. Award Announcement (Dated March 23, 2020)
2. Executed Standard Agreement (STD 213 and Exhibits A – C)
  - a. Approved as to Form by County Counsel



# CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

**Business, Consumer Services and Housing Agency**  
**Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary**

March 23, 2020

Tracey Ferguson  
Attn: Tracey Ferguson, Planning Director  
555 Main Street  
Quincy, California 95971

**RE: Award Announcement – COVID-19 Emergency Homelessness Funding  
Agreement #: 20-HCFC-00092**

Dear Tracey Ferguson,

In response to the COVID-19 outbreak and to protect the health and safety of people experiencing homelessness, Governor Gavin Newsom signed SB 89 on March 17 allocating funding to help protect this vulnerable population. We are pleased to announce that County of Plumas has been awarded a grant in the amount of **\$10,000.00**

This funding is immediately available as a result of swift action taken by the California State Legislature in unanimously approving SB 89 to help California fight the COVID-19 pandemic. Additionally, this is described in the March 18, 2020 letter from the Department of Finance to the Joint Legislative Budget Committee, pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001. The purpose of this funding is to protect the health and safety of people experiencing homelessness and reduce the spread of the COVID-19 outbreak.

Specifically, this award is intended for investments into COVID-19 prevention and containment efforts for shelters, including, but not limited to, medically indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. This will allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population. While eligible uses for funding are broad and should be determined based on the need of the jurisdiction, suggested uses include but are not limited to:

- **Emergency Shelter Operations** – furnishings, supplies, and equipment needed to maintain a sanitary shelter environment for clients and staff.
- **Shelter Capacity** – support for increasing shelter capacity and the acquisition of new shelters.
- **Isolation Capacity** – support for the acquisition/lease of hotels, motels, trailers, and other alternative isolation placements.
- **Street Outreach** – supplies and equipment needed to protect staff engaging with unsheltered from COVID-19 and to meet the urgent physical needs of people experiencing homelessness.
- **Transportation** – support for the transportation of those experiencing homelessness to and from shelters and medical care.
- **Staffing** – support for additional staff for infectious disease preparedness and case management for clients.

We also invite you to review guidance documents and the most up-to-date information for homeless assistance providers available on our website at <https://www.bcsh.ca.gov/hcfc/coronavirus19>.

The Standard Agreement along with instructions on how to fill it out are enclosed. Please review and follow the instructions thoroughly. Incorrect information provided may result in a delay of disbursement of funds. County of Plumas will receive its full disbursement of funds after the Standard Agreement is fully executed.

In an effort to ensure that these funds are immediately achieving their intent, we request that every jurisdiction execute and return this Standard Agreement no later than 30-days from receipt of this letter. For further information, please contact Amber Ostrander, HAAP Grant Manager at 916-651-7995 or by email at [amber.ostrander@bcsh.ca.gov](mailto:amber.ostrander@bcsh.ca.gov).

On behalf of Governor Newsom and our entire California State family, we thank you for all you are doing to protect and assist some of the most vulnerable members of our community.

Sincerely,



Lourdes M. Castro Ramírez, Secretary  
Council Chair

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HCFC-00092

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

## CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

## CONTRACTOR NAME

County-Plumas

2. The term of this Agreement is:

## START DATE

Upon BCSH Approval

## THROUGH END DATE

06/30/2020

3. The maximum amount of this Agreement is:

\$10,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

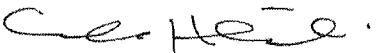
*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County-Plumas

CONTRACTOR BUSINESS ADDRESS 555 Main Street	CITY Quincy	STATE CA	ZIP 95971
PRINTED NAME OF PERSON SIGNING Gabriel Hydrick	TITLE County Administrator		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 3126/20		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350A	CITY Sacramento	STATE CA	ZIP 95814		
PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary				
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED				
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)				

Standard Agreement  
**EXHIBIT A**  
**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

Pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001 described in the March 18, 2020 letter from the Department of Finance to the Joint Legislative Budget Committee, the Homeless Coordinating and Financing Council ("HCFC"), which exists within the Business, Consumer Services and Housing Agency ("BCSH" or "Agency"), shall allocate a total of \$100,000,000.00 to Continuums of Care, Large Cities (population of 300,000+) and Counties, divided proportionally based on the allocations they are eligible to receive through the Homeless Housing, Assistance, and Prevention program ("HHAP"). This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Budget Act of 2019.

**2. Purpose**

The purpose of this grant funding is to provide support to Continuums of Care, Large Cities, and Counties to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. In accordance with the authority cited above, the HCFC shall distribute **\$10,000.00** to the **County of Plumas**.

**3. Scope of Work**

The **County of Plumas** shall use **\$10,000.00** to invest in COVID-19 prevention and containment efforts for temporary shelters, including, but not limited to, medically-indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. The intent of these investments is to allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population.

**4. Monitoring**

**County of Plumas** shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the HCFC and Agency for a period of three years.

**A. Annual Report Deadlines**

The **County of Plumas** shall submit an expenditure report to Agency on a form and method provided by Agency, by July 1, 2020 and January 1, 2021. If the **County of Plumas** fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

**B. Reporting Requirements**

The expenditure report shall contain detailed information including the following:

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:
  - a. Diversion
  - b. Prevention
  - c. Shelter
  - d. Services and infection control
  - e. Other
2. Any additional information that Agency requests.

In addition to the reports, Agency may require supplemental reporting with written notice to the **County of Plumas**.

**5. Expenditure Deadline**

Pursuant to Assembly Bill 74, Statutes of 2019, Chapter 23 (Budget Act of 2019) SEC. 1.80, funds shall be encumbered by June 30, 2020.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Agreement Amount**

The total amount of this Agreement shall not exceed **\$10,000.00**.

**2. General Conditions for Disbursement**

General Requirements – All grantees must submit the following forms prior to funds being released:

- A. Request for Funds Form (RFF),
- B. Signed and dated PDF of the STD. 213

**3. SB-89 Budget Act of 2019**

SEC. 36.00. Notwithstanding any other law, \$500,000,000 is hereby appropriated from the General Fund to any item for any purpose related to the March 4, 2020 proclamation of a state of emergency upon order of the Director of Finance. Funds appropriated in this section may not be expended prior to 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee in writing of the purposes of the planned expenditure. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The amount of the appropriation in this section may be increased in increments of \$50,000,000 no sooner than 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee of the need for the increase. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The total appropriation under this section shall not exceed \$1,000,000,000.

Initials: GLT

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
3. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
4. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
5. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

Initials: CH

7. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
    - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
    - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
    - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

15. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
16. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
17. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
18. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## Ferguson, Tracey

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**From:** Settlemire, Craig  
**Sent:** Wednesday, March 25, 2020 4:26 PM  
**To:** Ferguson, Tracey  
**Cc:** Hydrick, Gabriel; Woodruff, Andrew; Rogers, Kristina  
**Subject:** COVID-19 emergency homeless funding agreement #20HCFC Dash 00092

Tracey:

The above referenced state standard contract is approved as to form. Since there is no room on the document for signature , please keep this email as evidence of approval by form by the county counsel's office.

Thank you,

Craig Settlemire

[Get Outlook for iOS](#)



# Office of the Sheriff

## Office of Emergency Services

4B1

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

**DATE:** March 26, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Todd Johns   
Sheriff / Director Office of Emergency Services

**RE:** Agenda item for meeting April 7, 2020

**Recommended Action:**

Review and have the Board Chair sign the Applicant's Agent Resolution for agencies which will provide the mechanism for the county to start the recovery process through state OES and FEMA related to COVID19.

**Background and Discussion:**

As your board is aware it is imperative for the county to initiate the recovery process with CAL OES and FEMA related to COVID19. The Director of Emergency Services has already forwarded a letter to OES requesting California Disaster Assistance Act (CDA), a Governor's Emergency Proclamation, a Federal Declaration, and Small Business Administration Declaration to begin this process.

The next requirement of this process is review by this board and the board chair sign the attached resolution authorizing the Director of Emergency Services, the Public Health Director, or the County Auditor to act on the counties behalf to apply for and receive fiscal reimbursement for the counties COVID19 response. Also attached are the required reimbursement assurances for your review.

This is essentially the same document your board reviewed and approved in March 2017 following the floods earlier that year that led to reimbursement received for that disaster.



# Office of the Sheriff

## Office of Emergency Services

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

March 26, 2020

Director Mark S. Ghilarducci  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655

Dear Director Ghilarducci,

As the Director of the Plumas County Office of Emergency Services, I am requesting your assistance in obtaining California Disaster Assistance (CDAA) funding due to the federal and state emergency proclamations related to COVID19.

With that, we are also asking your office to assure Plumas County is included in the Governor's Emergency Proclamation as well as the Federal Declaration.

I would also like to request your assistance with obtaining a Small Business Administration Declaration as we have several businesses within Plumas County that have been impacted by this event.

If you have any questions, please don't hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Johns".

Todd Johns  
Sheriff-Coroner  
Plumas County Chief of Office of Emergency Services  
(530)394-7804  
tjohns@pcso.net

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
(Governing Body) (Name of Applicant)

THAT DIRECTOR OF EMERGENCY SERVICES, OR  
(Title of Authorized Agent)

DIRECTOR OF PUBLIC HEALTH, OR  
(Title of Authorized Agent)

PLUMAS COUNTY AUDITOR  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the COUNTY OF PLUMAS, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the COUNTY OF PLUMAS, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.  
 This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 7TH day of APRIL, 2020

CHAIR- PLUMAS CO BOARD OF SUPERVISORS

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the BOARD OF SUPERVISORS of the COUNTY OF PLUMAS  
(Governing Body) (Name of Applicant)  
on the 7TH day of APRIL, 2020.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: COUNTY OF PLUMAS  
(Name of Organization)

ADDRESS: 1400 E. MAIN ST.

CITY: QUINCY STATE: CA ZIP CODE: 95971-9402

TELEPHONE: 530-283-6375 FAX NUMBER: 530-283-6375

AUTHORIZED AGENT: TODD JOHNS TITLE: DIRECTOR OF OES

EMAIL ADDRESS: TJOHNS@PCSO.NET

### ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based pain in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(e) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
  - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
  - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
  - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

TODD JOHNS  
PRINTED NAME  
  
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DIRECTOR OF OES  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_



# Office of the Sheriff

## Office of Emergency Services

4B2

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** 03/30/2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Item for the meeting of 04/07/2020

### **RECOMMENDATION:**

Adopt Resolution to amend fiscal year 2019/2020 Position Allocation for Victim Witness Dept #20420.

Authorize the Sheriff to begin recruitment and hiring of two new Victim Witness Advocates.

### **BACKGROUND & DISCUSSION:**

The Sheriff's Office has obtained Victim Services grant funding from CalOES that will be designated to cover 100% of the costs of hiring two full-time Victim Witness Advocates. There will be no fiscal impact to the General Fund budget.

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

**RESOLUTION TO AMEND FISCAL YEAR 2019/2020 POSITION ALLOCATION FOR  
VICTIM WITNESS #20420**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2019/2020 Position Allocation covering all positions in the County service; and

**WHEREAS**, the Sheriff Department has requested to update the position allocation adding to 2.0 FTE job classifications for Victim Witness Advocates; and

**WHEREAS**, these positions are necessary in the daily operational needs of the Victim Witness Program; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Position Allocation to allocate 2.0 FTE Victim Witness Advocates to #20420; and

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

Approve the amendment to Fiscal Year 2019/2020 Position Allocation allocating the following classifications:

<u>Current Victim Witness Program</u>	<u>FTE</u>
Victim Witness Coordinator	1.00

<u>Proposed Victim Witness Program</u>	<u>FTE</u>
<b>Victim Witness Coordinator</b>	<b>1.00</b>
<b>Victim Witness Advocate</b>	<b>2.00</b>

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

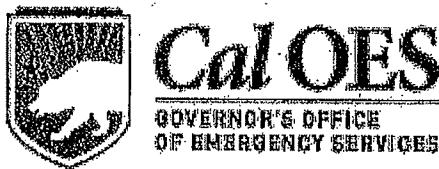
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Chair, Board of Supervisors

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Clerk, Board of Supervisors

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

March 20, 2020

Todd Johns, Sheriff/Coroner  
Plumas County  
1400 East Main Street  
Quincy, CA 95971-9402

VIA

Subject: **NOTIFICATION OF APPLICATION APPROVAL**  
County Victim Services Program  
Subaward #: XC19 01 0320, Cal OES ID: 063-00000

Dear Sheriff Johns:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$132,244, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at [www.caloes.ca.gov](http://www.caloes.ca.gov).

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

(Cal OES Use Only)

Cal OES #	063-00000-04	FIPS #	063-00000	VS#		Subaward #	XC19010320
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: PLUMAS COUNTY 1a. DUNS#: 137165549  
 2. Implementing Agency: PLUMAS COUNTY SHERIFF'S OFFICE - Department 2a. DUNS#: 137165549  
 3. Implementing Agency Address: 1400 E MAIN STREET QUINCY 95971-9402  
     (Street) (City) (Zip+4)  
 4. Location of Project: QUINCY PLUMAS 95971-9402  
     (City) (County) (Zip+4)  
 5. Disaster/Program Title: COUNTY VICTIM SERVICES PROGRAM 6. Performance Period: 01/01/20 to 12/31/20  
     (Start Date) (End Date)  
 7. Indirect Cost Rate: 10% de minimis 7. Federally Approved ICR (if applicable): %

Item Number	Grant Year	Fund Source	A- State	B- Federal	C- Total	D- Cash Match	E- In-Kind Match	F- Total Match	G- Total Cost
8.	2018	VOCA		\$132,244		\$13,356	\$13,666	\$18,606	\$150,850
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total Project Cost</b>				<b>\$132,244</b>	<b>\$132,244</b>	<b>\$13,356</b>	<b>\$13,666</b>	<b>\$18,606</b>	<b>\$150,850</b>

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications: I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: TODD JOHNS

Title: SHERIFF-CORONER

Payment Mailing Address: 1400 E MAIN STREET

95971-9402

Signature: 

City: QUINCY

Zip Code+4: 95971-9402

Date: 2/18/2020

16. Federal Employer ID Number:

946000528

(FOR CAL OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of the expenditure stated above.

Maury Rucker 3/16/2020 Cal OES Director or Designee 3/17/2020

(Cal OES Fiscal Officer)

(Date)

(Date)

ENY: 2019-20 Chapter: 23 SL: 18408

Item: 0690-102-0890 Pgm: 0385

FAIN #: 2018-V2-GX-0029 10/01/17-09/30/21

Fund: Federal Trust AL #: 16.575

Program: County Victim Services Program

Match Req.: 20% C/IK based on TPC-Partial Match Waived

Project ID: OES18VOCA000012

SC: 2019-18408 Amount: 182,244

WAV J & SOSA

**RECEIVED**  
**R FEB 27 2020**  
**BY: 701605**

5A



## 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 April 7, 2020 meeting of the Plumas County Board of Supervisors

March 30, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault Jr.*

Subject: Consideration of USDA Forest Service, Pacific Southwest Region, Regional Order No. 20-01; discussion and possible action.

#### Background:

Due to COVID-19 circumstances, Region 5 of the US Forest Service has issued Regional Order No. 20-01 on March 25, 2020. The Order prohibits individuals from entering or using a Developed Recreation Site or portion thereof, except trailheads. The prohibition is effective from March 26, 2020 through April 30, 2020. A copy of Regional Order No. 20-01 is attached.

In conjunction with discussions with the Plumas National Forest, the Department of Public Works has created and installed informational signs at 3 locations within the Plumas National Forest..

Attachments: Regional Order No. 20-01  
Copy of Signage Installed by the Department of Public Works

Regional Order No. 20-01  
USDA Forest Service  
Pacific Southwest Region

Pursuant to 16 USC 551 and 36 CFR 261.50(a), and to provide for public safety, the following act is prohibited on National Forest System lands under my jurisdiction within the State of California. This Order is effective from March 26, 2020, through April 30, 2020.

Entering or using a Developed Recreation Site or portion thereof, except trailheads.  
36 CFR 261.58(b).

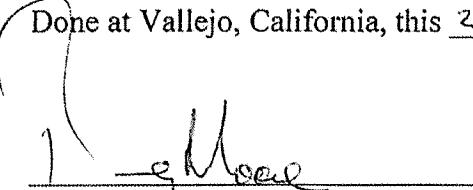
Pursuant to 36 CFR 261.50(e), the following persons are exempt from this Order:

1. Any Federal, State, or local officer, or member of an organized rescue or fire fighting force in the performance of an official duty.
2. Persons with a permit from the Forest Service specifically authorizing the otherwise prohibited act or omission.

This prohibition is in addition to the general prohibitions contained in 36 CFR Part 261, Subpart A.

A violation of this prohibition is punishable by a fine of not more than \$5,000 for an individual or \$10,000 for an organization, or imprisonment for not more than 6 months, or both. 16 USC 551 and 18 USC 3559, 3571, and 3581.

Done at Vallejo, California, this 25 day of March 2020.

  
\_\_\_\_\_  
RANDY MOORE  
Regional Forester  
Pacific Southwest Region



# COVID-19 WARNING

**Recreational users are reminded to follow the directions of Governor Newsome and to uphold CDC guidance to practice social distancing by avoiding gatherings larger than 10 people and distancing themselves a minimum of six feet from others. Recreational users are subject to Regional Order No. 20-01, USDA Forest Service, Pacific Southwest Region.**

**For information contact the Plumas National Forest at (530) 283-2050.**



# BOARD OF SUPERVISORS

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

March 18, 2020

California Advanced Services Fund  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94012

Dear California Advanced Services Fund,

Plumas County is in support of Plumas-Sierra Telecommunication's application for California Advanced Services Funds to provide last-mile broadband services with speeds up to 1 gigabyte per second. CASF funding is critical to PST being able to offer quality, last-mile broadband service to our rural region.

PST has been a local leader in providing telecommunications services in rural California communities since 1987. Access to high-speed Internet is no longer a luxury; it is essential to our economy and community. The deployment of broadband technology to our rural communities is critical to attracting new businesses and will encourage economic growth and development that will create good paying jobs for the region.

Plumas County respectfully urges you to approve Plumas-Sierra Telecommunication's application for CASF funds to expand broadband Internet infrastructure to offer speeds of up to 1 gigabyte per second and close the digital divide in our rural region.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Goss".

Kevin Goss, Chair