

## **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 AUGUST 4, 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 be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

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

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

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

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

### **PLEDGE OF ALLEGIANCE**

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

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. PUBLIC HEALTH AGENCY – Andrew Woodruff**

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

### **2. CONSENT AGENDA**

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

#### **A) COUNTY ADMINISTRATIVE OFFICE [View Item](#)**

Approve and authorize the Chair to sign the following contracts, effective July 1, 2020, between County of Plumas and Plumas Rural Services; approved s to form by County Counsel

- 1) DSS Contract # 20-21-080 between the Department of Social Services and Plumas Rural Services for CWS Therapy for children and families in Child Welfare Services programs. Total compensation not to exceed \$50,000
- 2) DSS Contract # 20-21-081 between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes for children and families in Child Welfare Services programs. Total compensation not to exceed \$56,000
- 3) DSS Contract # 20-21-082 between the Department of Social Services and Plumas Rural Services for Parent-Child Interaction Therapy for children and families in Child Welfare Services programs. Total compensation not to exceed \$16,998
- 4) DSS Contract # 20-21-083 between the Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes for children and families in Child Welfare Services programs. Total compensation not to exceed \$17,200
- 5) DSS Contract # 20-21-084 between the Department of Social Services and Plumas Rural Services for CalWORKs & TANF programs for children and families in Child Welfare Services programs. Total compensation not to exceed \$28,600
- 6) DSS Contract # 20-21-085 between the Department of Social Services and Plumas Rural Services for CalWORKs Childcare Stage 1 for children and families in Child Welfare Services programs. Total compensation not to exceed \$207,573

#### **B) CLERK OF THE BOARD**

Approve Board minutes for July 2020

#### **C) SHERIFF**

- 1) Adopt **RESOLUTION** authorizing the Sheriff to Participate in the 2020-2023 California Department of Health Care Services, Medi-Cal Inmate Program (MCIP); approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$60,000, between County of Plumas and DeMartile Automotive, Inc. for service and repair of Sheriff's vehicles; approved as to form by County Counsel [View Item](#)

#### **D) PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL**

Approve and authorize the Chair to sign amended Bylaws dated May 14, 2020, as submitted [View Item](#)

#### **E) PLANNING**

Approve and authorize the Chair to sign contract for consulting services, not to exceed \$45,000, by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel [View Item](#)

#### **F) PUBLIC WORKS**

- 1) Quincy-LaPorte Road Storm Damage Repair Project: Adopt Project Plans and Specifications, and authorize the Director of Public Works to advertise for bids, subject to approval by County Counsel of said contract [View Item](#)
- 2) Gold Lake Forest Highway Guardrail Upgrades Project: Adopt Project Plans and Specifications, and authorize the Director of Public Works to advertise for bids, subject to approval by County Counsel of said contract [View Item](#)
- 3) Adopt **RESOLUTION** authorizing the Applicant to enter into a Land-Use Contract with the State of California, Department of Parks and Recreation, Over-Snow Vehicle Program Grant Funds to provide snow plowing and sanding services to State Over-Snow trailheads; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Service Agreement, not to exceed \$23,109, between County of Plumas and Optic Fuel Clean of California for fuel tank cleaning services; approved as to form by County Counsel [View Item](#)
- 5) Approve and authorize the Chair to sign construction agreement, not to exceed \$307,265, between County of Plumas and Air & Lube Systems, Inc. for fuel depot at Quincy yard; approved as to form by County Counsel [View Item](#)
- 6) Approve and authorize the Chair to sign Amendment No. 2 to Service Agreement, not to exceed \$58,395, between County of Plumas and Willdan Engineering for fueling facility upgrade project, Quincy yard; approved as to form by County Counsel [View Item](#)

#### **G) FARM ADVISOR**

Authorize Samantha Brown, Administrative Assistant to work 4-10 hour work week beginning Monday, August 10, 2020 [View Item](#)

### **3. DEPARTMENTAL MATTERS**

#### **A) PUBLIC WORKS – Robert Perreault**

**Beckwourth County Service Area - PUBLIC HEARING:** Adopt **RESOLUTION** adopting Beckwourth Community Service Area Billing Collection Procedures. **Roll call vote** [View Item](#)

#### **B) TREASURER/TAX COLLECTOR – Julie White**

**PUBLIC HEARING:** Authorize the Treasurer/Tax Collector to rescind Sale of Tax Defaulted Property, Revenue & Taxation Code 3731(b), Assessor's Parcel No. 125-331-008-000; discussion and possible action [View Item](#)

#### **C) FACILITY SERVICES – Kevin Correia**

Adopt **ORDINANCE**, first introduced on July 21, 2020, Amending Sections 7.1.09 of Chapter 7, of Title 1, of the Plumas County Code (Airports – Use of Airport by Owners and Operators). **Roll call vote** [View Item](#)

#### **D) HUMAN RESOURCES – Nancy Selvage**

Adopt **RESOLUTION** to amend Plumas County Personnel Rule 6.06 – Longevity Advancement. **Roll call vote** [View Item](#)

- E) **INFORMATION TECHNOLOGY** – Greg Ellingson  
Authorize the Department of information Technology to recruit and fill vacant, funded and allocated 1.0 FTE Systems Analyst I/II position, created by promotion within department; discussion and possible action **View Item**
- F) **PUBLIC HEALTH AGENCY** – Andrew Woodruff  
Authorize Public Health to recruit and fill vacant, funded and allocated 1.0 FTE Licensed Vocational Nurse I/II, or Registered Nurse I/II, or Public Health Nurse I/II **View Item**

#### **4. BOARD OF SUPERVISORS**

- A. Accept letter of retirement from Jerry Sipe, Director of Environmental Health, effective October 9, 2020; discussion and possible action **View Item**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

#### **5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Behavioral Health Director (Board only)
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350-48; 117-350-49; 117-350-50; 116-310-01; 117-140-26
- C. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

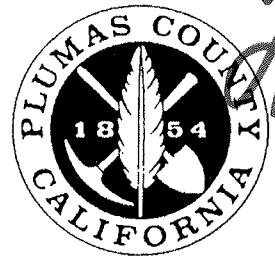
#### **ADJOURNMENT**

Adjourn meeting to Tuesday, August 11, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

*Adjourn Meeting  
In Memory of  
John Olofson*

# COUNTY ADMINISTRATOR

Gabriel Hydrick



DATE: JULY 15, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: GABRIEL HYDRICK, COUNTY ADMINISTRATOR

SUBJ: BOARD AGENDA ITEM FOR AUGUST 4, 2020, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACTS BETWEEN  
COUNTY OF PLUMAS AND PLUMAS RURAL SERVICES.

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

Approve and authorize the Chair to sign the following contracts effective July 1, 2020;

1. DSS Contract # 20-21-080 between the Department of Social Services and Plumas Rural Services for CWS Therapy for children and families in Child Welfare Services programs. Total compensation not to exceed \$50,000.00.
2. DSS Contract # 20-21-081 between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes for children and families in Child Welfare Services programs. Total compensation not to exceed \$56,000.00
3. DSS Contract # 20-21-082 between the Department of Social Services and Plumas Rural Services for Parent-Child Interaction Therapy for children and families in Child Welfare Services programs. Total compensation not to exceed \$16,998.00.
4. DSS Contract # 20-21-083 between the Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes for children and families in Child Welfare Services programs. Total compensation not to exceed \$17,200.00.
5. DSS Contract # 20-21-084 between the Department of Social Services and Plumas Rural Services for CalWORKs & TANF programs for children and families in Child Welfare Services programs. Total compensation not to exceed \$28,600.00.
6. DSS Contract # 20-21-085 between the Department of Social Services and Plumas Rural Services for CalWORKs Childcare Stage 1 for children and families in Child Welfare Services programs. Total compensation not to exceed \$207,573.00.

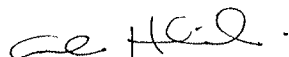
### **Financial Impact**

The funds come from federal and state sources. There is no impact to the County General Fund.

### **Other Agency Involvement**

County Counsel has reviewed the proposed agreements and approved them as to form.

Kind regards,

A handwritten signature in black ink, appearing to read "Gabriel Hydrick", followed by a period.

Gabriel Hydrick  
*County Administrator*

CC: Debbie Wingate, Deputy Director





TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

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## Memorandum

**DATE:** July 20, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns

**RE:** Agenda Item for the meeting of August 4<sup>th</sup>, 2020

### It is recommended that the Board:

Adopt Resolution and authorize the Sheriff's Office participate in the 2020-2023 California Department of Health Care Services, Medi-Cal Inmate Program also known as MCIP.

### Background and Discussion:

The purpose of this agreement is to set forth the terms a county must abide by in order to participate in the MCIP agreement. The agreement allows the county to bill Medi-cal on medical services after an inmate has been hospitalized after the first 24-hours. Our current rated fees for the program are under \$100.00 per year.

A copy of the agreement is on file with the Clerk Of The Board.

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 "MEDI-CAL COUNTY INMATE PROGRAM" FOR FY 2020-2023, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES.

**NOW, THEREFORE,** BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS OR HIS DESIGNEE, IS AUTHORIZED TO SIGN AND SUBMIT THE COUNTY PARTICIPATION FORM: FISCAL YEAR 2020-2023 ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT. ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED,** THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT.

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:



Gretchen Stuhr

Deputy Plumas County Counsel

7/16/2020



BRADLEY P. GILBERT, MD, MPP  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



GAVIN NEWSOM  
GOVERNOR

**Medi-Cal County Inmate Program  
County Participation Form: SFY 2020 through SFY 2023**

Plumas County County chooses the option selected below in  
County Name

response to our interest in voluntarily participating in the Medi-Cal County Inmate Program (MCIP) from July 1, 2020, through June 30, 2023, for State Fiscal Years 2020-23:



**Voluntarily participating in MCIP-** By selecting this option, we are certifying our interest in voluntarily participating in the MCIP and intend on submitting a fully executed Provider Participation Agreement and Administrative Agreement.



**Not Interested in participating in MCIP**

I hereby certify, that the option selected above is the option that said county will abide by under penalty of perjury, to the best of my knowledge, is true and accurate based on the time of submission.

County Official: \_\_\_\_\_

Signature

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

4/14/2020

County Official Title: Sheriff / Coroner / OES Director

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

Plumas County

Primary Contact: Chad Hermann

Alternate: Todd Johns

Phone: (530) 283-6361

Phone: (530) 283-6392

Email: chermann@pcso.net

Email: tjohns@pcso.net

Submit completed form to:  
Department of Health Care Services  
Local Governmental Financing Division/Inmate Medi-Cal Claiming Unit  
P.O. Box 997436, MS 4603  
Sacramento, CA 95899-7436  
EMAIL: DHCSIMCU@dhcs.Ca.Gov

## **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES**

### **1. Intent of Agreement**

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

### **2. Parties**

The parties to this Agreement are DHCS and the County of Plumas (County).

### **3. Authority**

- A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.
- B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

### **4. Term of the Agreement**

The term of this Agreement shall be from July 1, 2020 through and including June 30, 2023.

### **5. Definitions.**

- A. The term "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

- D. The term "Designated Public Hospital" is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.
- E. The term "Inmate" as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "Juvenile Inmate," and Government Code sections 26605.6(a) "Prisoner," 26605.7(a) "Prisoner" and (d)(1) "Probationer," and 26605.8 "Prisoner" and "Probationer."
- F. The term "MCIP" or "Medi-Cal County Inmate Program" contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- G. "MCIP Administrative Services" means the administrative services provided by DHCS personnel for the administration of MCIP.
- H. "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.
- I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed **\$312.85** which shall be based on a methodology specified in Addendum A.

- A. The maximum payable amount shall be further subject to the allocated State Fiscal Year's (SFY's) annual limits not to exceed:

**\$99.24** for July 1, 2020, through and including June 30, 2021

**\$104.20** for July 1, 2021, through and including June 30, 2022

**\$109.41** for July 1, 2022, through and including June 30, 2023

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Todd John, Sheriff  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit a quarterly invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.
2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.
3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement, which at DHCS' discretion, may result in termination of

both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.
5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.
2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.
3. DHCS shall submit to the County a quarterly invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The quarterly invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.
3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.
2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.
3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medical providers to receive MCIP services.



2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.
3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 5 may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

- A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.
- B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP
- C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

- A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids,

or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.

- C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
1. The Americans with Disabilities Act of 1990, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended;
  3. Title XIX of the Social Security Act;
  4. Welfare and Institutions Code section 14000 et seq.;
  5. Government Code section 53060;
  6. The California Medicaid State Plan;
  7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  9. Government Code sections 26605.6, 26605.7, and 26605.8;
  10. Penal Code section 5072;
  11. 42 Code of Federal Regulations; and,
  12. Applicable sections of the California Code of Regulations.
- E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

- L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

---

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

**County of Plumas**

Signature: \_\_\_\_\_



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

TODD      JOHNS

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

SHERIFF

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

6/15/2020

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contracts Section**

Signature: \_\_\_\_\_

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


Carrie Talbot

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

SSMI, Contracts Section

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

Approved as to form:

 6/24/2020

Gretchen Stuhr  
Deputy Plumas County Counsel

**SCHEDULE A  
SCOPE OF WORK**

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)**

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.
2. Lead the development, implementation, and administration for the MCIP.
3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.
4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.
6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.
8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.
9. Provide the County with accounting, program technical assistance, and training related to the MCIP.
10. Maintain an invoice tracking system for MCIP and provide a report on a quarterly basis.

11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on a quarterly basis for administrative costs.



### **ADDENDUM A: MCIP Administrative Costs**

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. \*
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. \*

*\*Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 5% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs quarterly after the close of the previous quarter based on actual administrative costs per the methodology above.



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

2ca

## Memorandum

**DATE:** July 22, 2020  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns TS  
**RE:** Agenda Items for the meeting of August 4, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$60,000.

**Background and Discussion:**

The term of this contract is 10/01/20 – 09/30/21. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of October, 2020, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and DeMartile Automotive, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand Dollars and No/100 (\$60,000.00).
3. Term. The term of this agreement shall be from October 1, 2020 through September 30, 2021, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this

Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability

coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.



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

CONTRACTOR:

DeMartile Automotive, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Evans DeMartile  
Title: CEO

By: \_\_\_\_\_  
Name: Kathy DeMartile  
Title: CFO

COUNTY:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisor, Chair

Approved as to form:

Plumas County Counsel

By:  Deputy  
7/20/2020

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County.  
This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

## **EXHIBIT B**

### **Fee Schedule**

1. Labor shall be charged at \$95.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

## BOARD AGENDA REQUEST FORM

JD

Department: PCOE: EECC

Authorized Signature: \_\_\_\_\_

Board Meeting Date: 08/04/2020

Request for N/A minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☒ Yes ☐ No

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Plumas Early Education and Child Care Council  
Approve and authorize the Chair to sign amended by-laws dated 5.14.2020 of the Plumas Early Education & Child Care Council (Local Planning Council).

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

County Superintendent of Schools

Early Education and Child Care Council Chair

If another department or the CAO is opposed to an agenda item, please indicate the objection:

### Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ /N ☐)

Signed? (Y ☐ N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ N ☐)

Other: \_\_\_\_\_

### Publication:

☐ Clerk to publish on \_\_\_\_\_ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_  
(if a specific newspaper is required, enter name here.)

☐ Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_). ☐ Copy of Affidavit Attached.

### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☐ No: ☐ Not Applicable: ☒

If Not Applicable, please state reason why:

Consent Agenda item only - approval of Plumas Early Education and Child Care Council by-law amendments dated 5.14.2020

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

**PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL**  
**50 Church St. Quincy, CA 95971– 530.283.6500 X 5335**

TO: Plumas County Board of Supervisors  
FROM: Rachael Brothers, Council Coordinator  
DATE: July 15, 2020  
RE: Approval of amended LPC by-laws

**Background and Discussion**

Education Code, Sections 8499.3 and 8499.4 requires that the Plumas Board of Supervisors- as a joint authority of Local Child Care Planning Council (LPC), locally known as the Plumas Early Education and Child Care Council, to approve any amendments to the by-laws of this council. The proposed amended by laws have been approved by the Council in an open meeting with a quorum of membership at the 5.14.2020 meeting. Additionally, they were reviewed by legal counsel which is retained by the Plumas County Office of Education.

**Recommendation**

Approval of amended by-laws of the Plumas Early Education and Child Care Council dated 5.14.2020.

The amended by-law have been signed by the Council Chair and the Superintendent of Schools, Terry Oestreich, and is attached to this memo. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

# **PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL**

## **BYLAWS**

### **Article I      Name**

The Council shall be designated the Plumas Early Education & Child Care Council, hereafter referred to as the "Council."

### **Article II      Authority**

The Council was formed by the Plumas County Board of Education and the Plumas County Board of Supervisors in accordance with state law. (Education Code § 8499.3 et seq.)

### **Article III      Statement of Purpose**

The purpose of the Council is to:

- Assess Plumas County child care needs and develop plans to address those needs.
- Establish and periodically update local priorities for the distribution of federal, state, and local child care and development funds in Plumas County.
- Develop and maintain a comprehensive, countywide child care plan that includes all children in accordance with state guidelines.
- Review, evaluate, and comment on federal, state, and local proposals related to child care.
- Seek and advocate for funding of child care services and programs.
- Maximize child care and development resources through coordination and collaboration with other groups and organizations..
- Promote public awareness of child care issues.
- Advise the Board of Supervisors and the County Superintendent of Schools on issues affecting child care and development throughout the county.
- Promote and enhance child care and development services through public education, provider education, and provision of support services.

### **Article IV      Membership**

A. Composition

The County Board of Supervisors and the Superintendent of Schools shall each appoint one-half the members in each category of the Council. In the case of an uneven membership, both appointing entities shall agree on the odd-numbered appointee. Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, geographic distribution of the population of the county. The Council shall be comprised of a maximum of 20 members, with the following composition (categories) as defined by law:

- 20% Consumers: parents or persons who receive or who have received child care services.
- 20% Child Care Providers: persons who provide child care services or represent persons who provide child care services, reflective of the range of child care providers in the county.
- 20% Public Agency Representatives: persons who represent a city, county, city and county or local education agency (school district, direct-funded charter school, or county office of education).
- 20% Community Representatives: persons who shall not be child care providers or agencies that contract with the California Department of Education to provide child care and development services.
- The remaining 20% are to be appointed at the discretion of the appointing agencies.

B. Term

Council members are asked to serve for at least two years. Terms of appointment are subject to reappointment at the request of the Council and with the approval of the County Board of Supervisors and the County Superintendent of Schools. Members and alternates may serve more than two consecutive terms.

C. Resignation

Any member may resign by giving written notice to the Council. The County Board of Supervisors and the County Superintendent of Schools will be updated on the changes(s) to the membership roster.

D. Vacancies

The Council chairperson shall notify Council and the office of the Clerk of the Board of Supervisors when a position becomes vacant. Council members will solicit and/or review nominations received and make recommendations to the County Superintendent of Schools and the County Board of Supervisors for appointments. General membership appointments will be made as terms expire.



and to fill vacated positions. On an annual basis, Council members will solicit and/or review nominations received and make recommendations to the County Board of Supervisors and County Superintendent of Schools for appointments of new members and alternates to fill vacancies. A list of persons interested in being nominated to the Council shall be kept as a pool for future appointments.

E. Attendance

Members are expected to attend all meetings of the Council. A member who is unable to attend a regularly scheduled meeting may send a designated alternate after notifying the Chair or Coordinator. The designated "alternate" must meet the same membership and category representation requirements as the primary Council member. Any member who fails without sufficient excuse to be in attendance (or send an alternate) to three (3) regular meetings within one (1) fiscal year may have their continued membership voted on by the council. If the Council votes to remove a member, the Council's recommendation shall be sent to the appointing authority, the County Board of Supervisors or the County Superintendent of Schools to determine if they choose to remove the appointed member.

**Article V      Structure**

A. Officers

A Council Chairperson will be elected from within the membership of the council every two years by Council members or when a vacancy of the position occurs. The Chairperson must have a minimum of two years active participation in the Council preceding election to the chair. The Chairperson shall serve a term of two years and may serve consecutive terms. The Chairperson shall preside over all regular meetings and may call special meetings, if necessary. Other possible responsibilities include annual reports to the Board of Supervisors, representing the Council at public functions.

A Council Vice-Chairperson will be elected every two years by Council members or when a vacancy of the position occurs. The Council Vice-Chairperson shall serve a term of two years and may serve consecutive terms. The Council Vice-Chairperson shall assume the responsibilities of the Chairperson in her/his absence and any duties assigned by the Chairperson.

B. Membership of Subcommittees

The Council shall determine such subcommittees, standing and ad hoc, as are necessary to carry out the work of the LPC.

The Chairperson shall appoint the members of all subcommittees with ratification by the Council. Subcommittees shall consist of at least two members. The Chairperson shall have the authority to reassign subcommittee members as necessary.

C. Meetings

Regular meetings shall be convened a minimum of six (6) times annually. Meeting dates, location and time will be established at the beginning of each fiscal year and may be changed as needed. Notice of meetings shall be sent at least 72 hours prior to the meeting date. Meeting agendas will also be posted at the County Courthouse and County Office of Education and on the Plumas Children website ([www.plumaschildren.org](http://www.plumaschildren.org)) at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act (Government Code § 54950).

Special meetings may be called by the Council Chairperson at any time. Each member of the Council shall be given a minimum of twenty-four (24) hour notice of such meetings in compliance with the Ralph M. Brown Act (Government Code § 54950).

D. Quorum

A majority of members currently appointed shall constitute a quorum. A majority of the quorum in attendance shall be required to carry any motion or approval. Council alternates may be designated to act in order to achieve a quorum.

E. Public Access

All meetings of the Council shall be open and accessible to the general public in accordance with the Ralph M. Brown Act (Government Code § 54950).

F. Voting

Each member of the Council, including the Chairperson, shall have one vote. For official business, a majority vote of the quorum is needed to pass a motion. In the absence of a member, an alternate in his or her membership category shall vote.

G. Conflict of Interest

A member shall not participate in a vote on an issue in which she/he has a proprietary interest in the outcome of the matter, case, or issue being considered or voted upon by the Council. Any Council member(s) and/or representative(s) selected by the members shall also abstain from voting if they are affiliated in any way with an agency that will benefit from the results of a motion or take action on an item.

H. Parliamentary Authority

All proceedings of the Council and the committees shall be conducted according to the rules contained in the most recent edition of Robert's Rules of Order when these do not conflict with these by-laws.

I. Documentation

Records shall be kept in the form of minutes of all actions and results of voted issues.

- J. Administrative  
Council members are required to attend meetings that include training on the Brown Act, How to Facilitate a Meeting, Conflicts of Interest and How to Be a Council Member. Refer to the Council Training Plan for details or to request other training.
- K. Compensation and Expenses  
Members of the Council shall serve without compensation. In accordance with California Department of Education guidelines, members may be reimbursed at State-determined rates for appropriate meeting, workshop and conference expenses in California, incurred in performing their duties as a member of the Council.

#### Article VI Amendment of By-Laws

These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the members of the Council at any regular or special meeting, subject to the approval of the County Board of Supervisors and County Superintendent of Schools. Written notice of any proposed amendments must be sent to Council members at least ten (10) days prior to the meeting at which the proposed amendment(s) will be voted upon.

Adopted April 8, 1998  
Amended February 22, 2010  
Reviewed Oct. 9, 2014  
Amended May 14, 2020

**SIGN  
& DATE**



Council Chairperson Elisabeth Dwelch Date 05/15/2020

Plumas County Board of Supervisors \_\_\_\_\_ Date \_\_\_\_\_

Plumas County Office of Education \_\_\_\_\_ Date \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 7F27E04C90914B0C84CAA402C767E7CB  
 Subject: Please DocuSign: LPC By-Law Revisions.PDF  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
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Status: Completed

Envelope Originator:  
 Cherie Whipple  
 50 Church St  
 50 Church St  
 Quincy, CA 95971  
 cwhipple@pcoe.k12.ca.us  
 IP Address: 137.164.50.166

## Record Tracking

Status: Original  
 7/15/2020 10:22:42 AM

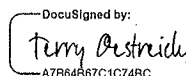
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 cwhipple@pcoe.k12.ca.us

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## Signer Events

Terry Oestreich  
 toestreich@pcoe.k12.ca.us  
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 Signed: 7/15/2020 10:42:23 AM

## Electronic Record and Signature Disclosure:

Accepted: 7/15/2020 10:41:22 AM  
 ID: 96c4dd1b-0e5c-43b8-a9d0-c808e3063726

## In Person Signer Events

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## Timestamp

## Editor Delivery Events

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## Agent Delivery Events

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## Timestamp

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 rbrothers@pcoe.k12.ca.us  
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## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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 7/15/2020 10:42:25 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Plumas Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Plumas Unified School District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cwhipple@pcoe.k12.ca.us](mailto:cwhipple@pcoe.k12.ca.us)

#### **To advise Plumas Unified School District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cwhipple@pcoe.k12.ca.us](mailto:cwhipple@pcoe.k12.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Plumas Unified School District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cwhipple@pcoe.k12.ca.us](mailto:cwhipple@pcoe.k12.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Plumas Unified School District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [cwhipple@pcoe.k12.ca.us](mailto:cwhipple@pcoe.k12.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Plumas Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Plumas Unified School District during the course of your relationship with Plumas Unified School District.



## **PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL**

### **BYLAWS**

#### **Article I      Name**

The Council shall be designated the Plumas Early Education & Child Care Council, hereafter referred to as the "Council."

#### **Article II      Authority**

The Council was formed by the Plumas County Board of Education and the Plumas County Board of Supervisors in accordance with state law. (Education Code § 8499.3 et seq.)

#### **Article III      Statement of Purpose**

The purpose of the Council is to:

- Assess Plumas County child care needs and develop plans to address those needs.
- Establish and periodically update local priorities for the distribution of federal, state, and local child care and development funds in Plumas County.
- Develop and maintain a comprehensive, countywide child care plan that includes all children in accordance with state guidelines
- Review, evaluate, and comment on federal, state, and local proposals related to child care.
- Seek and advocate for funding of child care services and programs.
- Maximize child care and development resources through coordination and collaboration with other groups and organizations..
- Promote public awareness of child care issues.
- Advise the Board of Supervisors and the County Superintendent of Schools on issues affecting child care and development throughout the county.
- Promote and enhance child care and development services through public education, provider education, and provision of support services.

#### **Article IV      Membership**

A. Composition

The County Board of Supervisors and the Superintendent of Schools shall each appoint one-half the members in each category of the Council. In the case of an uneven membership, both appointing entities shall agree on the odd-numbered appointee. Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, geographic distribution of the population of the county. The Council shall be comprised of a maximum of 20 members, with the following composition (categories) as defined by law:

- 20% Consumers: parents or persons who receive or who have received child care services.
- 20% Child Care Providers: persons who provide child care services or represent persons who provide child care services, reflective of the range of child care providers in the county.
- 20% Public Agency Representatives: persons who represent a city, county, city and county or local education agency (school district, direct-funded charter school, or county office of education).
- 20% Community Representatives: persons who shall not be child care providers or agencies that contract with the California Department of Education to provide child care and development services.
- The remaining 20% are to be appointed at the discretion of the appointing agencies.

B. Term

Council members are asked to serve for at least two years. Terms of appointment are subject to reappointment at the request of the Council and with the approval of the County Board of Supervisors and the County Superintendent of Schools. Members and alternates may serve more than two consecutive terms.

C. Resignation

Any member may resign by giving written notice to the Council. The County Board of Supervisors and the County Superintendent of Schools will be updated on the changes(s) to the membership roster.

D. Vacancies

The Council chairperson shall notify Council and the office of the Clerk of the Board of Supervisors when a position becomes vacant. Council members will solicit and/or review nominations received and make recommendations to the County Superintendent of Schools and the County Board of Supervisors for appointments. General membership appointments will be made as terms expire.

and to fill vacated positions. On an annual basis, Council members will solicit and/or review nominations received and make recommendations to the County Board of Supervisors and County Superintendent of Schools for appointments of new members and alternates to fill vacancies. A list of persons interested in being nominated to the Council shall be kept as a pool for future appointments.

E. Attendance

Members are expected to attend all meetings of the Council. A member who is unable to attend a regularly scheduled meeting may send a designated alternate after notifying the Chair or Coordinator. The designated "alternate" must meet the same membership and category representation requirements as the primary Council member. Any member who fails without sufficient excuse to be in attendance (or send an alternate) to three (3) regular meetings within one (1) fiscal year may have their continued membership voted on by the council. If the Council votes to remove a member, the Council's recommendation shall be sent to the appointing authority, the County Board of Supervisors or the County Superintendent of Schools to determine if they choose to remove the appointed member.

**Article V      Structure**

A. Officers

A Council Chairperson will be elected from within the membership of the council every two years by Council members or when a vacancy of the position occurs. The Chairperson must have a minimum of two years active participation in the Council preceding election to the chair. The Chairperson shall serve a term of two years and may serve consecutive terms. The Chairperson shall preside over all regular meetings and may call special meetings, if necessary. Other possible responsibilities include annual reports to the Board of Supervisors, representing the Council at public functions.

A Council Vice-Chairperson will be elected every two years by Council members or when a vacancy of the position occurs. The Council Vice-Chairperson shall serve a term of two years and may serve consecutive terms. The Council Vice-Chairperson shall assume the responsibilities of the Chairperson in her/his absence and any duties assigned by the Chairperson.

B. Membership of Subcommittees

The Council shall determine such subcommittees, standing and ad hoc, as are necessary to carry out the work of the LPC.

The Chairperson shall appoint the members of all subcommittees with ratification by the Council. Subcommittees shall consist of at least two members. The Chairperson shall have the authority to reassign subcommittee members as necessary.

C. Meetings

Regular meetings shall be convened a minimum of six (6) times annually. Meeting dates, location and time will be established at the beginning of each fiscal year and may be changed as needed. Notice of meetings shall be sent at least 72 hours prior to the meeting date. Meeting agendas will also be posted at the County Courthouse and County Office of Education and on the Plumas Children website ([www.plumaschildren.org](http://www.plumaschildren.org)) at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act (Government Code § 54950).

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A majority of members currently appointed shall constitute a quorum. A majority of the quorum in attendance shall be required to carry any motion or approval. Council alternates may be designated to act in order to achieve a quorum.

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Each member of the Council, including the Chairperson, shall have one vote. For official business, a majority vote of the quorum is needed to pass a motion. In the absence of a member, an alternate in his or her membership category shall vote.

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All proceedings of the Council and the committees shall be conducted according to the rules contained in the most recent edition of Robert's Rules of Order when these do not conflict with these by-laws.

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J. Administrative

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Members of the Council shall serve without compensation. In accordance with California Department of Education guidelines, members may be reimbursed at State-determined rates for appropriate meeting, workshop and conference expenses in California, incurred in performing their duties as a member of the Council.

**Article VI Amendment of By-Laws**

These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the members of the Council at any regular or special meeting, subject to the approval of the County Board of Supervisors and County Superintendent of Schools. Written notice of any proposed amendments must be sent to Council members at least ten (10) days prior to the meeting at which the proposed amendment(s) will be voted upon.

Adopted April 8, 1998  
Amended February 22, 2010  
Reviewed Oct. 9, 2014  
Amended May 14, 2020

Council Chairperson Elizabeth Bluelch Date 05/15/2020  
Plumas County Board of Supervisors \_\_\_\_\_ Date \_\_\_\_\_  
Plumas County Office of Education Terry Oestrich Date 7/15/2020  
DocuSigned by: A7B64B67C1C74BC...

**SIGN  
& DATE**



JE

## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

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

**CC:** Jerry Sipe, Environmental Health Director

**MEETING DATE:** August 4, 2020

**SUBJECT:** **CONSENT ITEM:** Contract for consulting services for the purposes of assessment, capacity building, and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area

### **STAFF RECOMMENDATION:**

1. Approve and authorize the Chair to sign contract for consulting services, not to exceed \$45,000, by and between County of Plumas and Sierra Institute for Community and Environment for the purposes of assessment, capacity building, and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area, as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel

### **BACKGROUND/DISCUSSION:**

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

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region. The preparedness and planning efforts will assess water infrastructure related needs including aging infrastructure, drought vulnerabilities, identifying service area boundaries, chemical contaminants, and other problems. A GIS layer will be developed for responding small water systems depicting service area boundaries, well locations, and other notable system infrastructure.

Creating contingency planning for the smallest and most vulnerable systems is critical and this project aims to accomplish a Plumas County system-wide level assessment with outcomes to support local planning and preparedness for other UFR region small water systems. Meetings with water system partners will be conducted to coordinate planning efforts. Project information, a fact sheet, and findings will be provided to project partners, stakeholders, and others.

### **ATTACHMENT:**

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

## Contract for Consulting Services

This **AGREEMENT** is made by and between Sierra Institute for Community and Environment, a California 501(c)(3) non-profit corporation whose offices are located at 4438 Main Street (P. O. Box 11), Taylorsville, California, 95983 (hereinafter called the “Sierra Institute”), and the County of Plumas (hereinafter called the “Contractor”), a political subdivision of the State of California.

**WHEREAS**, the Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area; and

**WHEREAS**, the Sierra Institute, through Proposition 1 funds provided by DWR, supports technical assistance provided by the Contractor for technical assistance/capacity building services for the purposes of assessment, capacity building and technical assistance to small drinking water systems.

**NOW THEREFORE**, in consideration of the mutual promises of the parties contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

**1. Appointment and Acceptance.** The Sierra Institute appoints the Contractor to perform a needs assessment and develop resources for small drinking water systems throughout Plumas County (“Project”) (for detail, see Scope of Work, attached hereto as Appendix A). Contractor accepts the appointment and responsibility for management of technical assistance funds, subject to the terms and conditions set forth in this Agreement.

**2. Term.** The term of this Agreement shall begin on the date upon which the last party to this Agreement affixes their signature and date to the Agreement and shall terminate on December 15th, 2020, or when all of the Parties’ obligations under this Agreement are fully satisfied, whichever occurs earlier.

**3. Professional Management Standards.** The Contractor agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.

1. Insurance Coverage. Contractor represents and warrants to the Sierra Institute that it and any of its subcontractors have all licenses, permits, qualifications, and insurance, which are legally required for Contractor to practice its profession. Contractor represents and warrants to the Sierra Institute that Contractor shall, at its sole cost and expense, keep in effect or obtain such qualifications at all times during the term of this Agreement.
2. Employees. All personnel hired by the Contractor pursuant to this Agreement will be employees and/or agents of the Contractor, and not of the Sierra Institute, and will be hired, paid, supervised, and discharged by the Contractor.
3. Expenses. All expenses for contractors hired under subcontracts to the Contractor shall be approved in writing by the Sierra Institute prior to the Contractor committing contractually to the subcontractor. Such subcontractor expenses shall be considered approved if Sierra Institute reviews and approves the subcontractor agreement to the Contractor. No reimbursement under this section shall be allowed or reimbursed without presentation of invoices from subcontractors and/or receipts for direct expenses.

**4. Compensation for Contractor's Consulting Services and Contract Term.** As consideration for the services to be rendered to the Sierra Institute by the Contractor under this Agreement the Sierra Institute agrees to pay Contractor not more than forty-five thousand dollars (\$45,000) for services rendered, subject to approval by the Sierra Institute, which shall not be unreasonably withheld. Contractor shall bill for services at the end of the month or quarter in which it accrues expenses. Invoices shall be due by the 25<sup>th</sup> of the month if billing monthly, or by the 25<sup>th</sup> of the last month of the quarter if billing quarterly, with required documentation (see Item 4, "Method of Payment"). The Sierra Institute will submit billing to DWR on an as-needed basis and not less than quarterly, and pay Contractor within thirty (30) days of the Sierra Institute receiving payment from DWR. The Sierra Institute will submit timely billing to DWR but is not responsible for delays by DWR as it affects payments by the Sierra Institute to the Contractor.

**FEES AND EXPENSES:**

1. Professional Services. Sierra Institute shall reimburse Contractor not more than forty-five thousand dollars (\$45,000) for professional services rendered in association with the attached Scope of Work (Appendix A).
2. Expenses. Out-of-pocket expenses for approved travel and other costs are included in the maximum Agreement amount and shall be invoiced separately (see Item 4, "Method of Payment").
3. Duties. Contractor will invoice Sierra Institute for payment of professional fees and expenses for performance or coordination of activities as set forth in the attached Scope of Work (Appendix A). Contractor will also complete and submit monthly progress reports (see Appendix C for template), with the first report due on the 25<sup>th</sup> of the month following the signing of the Agreement between Sierra Institute and the Contractor, and subsequent reports due the 25<sup>th</sup> of each month.
4. Method of Payment. Contractor must submit a copy of their invoice for costs incurred and support documentation to Sierra Institute on a monthly or quarterly basis, invoices being due on the 25<sup>th</sup> of the month if billing monthly, or the final month of the quarter if billing quarterly. No penalties shall be incurred by Contractor for a late invoice; however, Contractor shall take any and all reasonable steps to notify Sierra Institute before the 25<sup>th</sup> if an invoice may be late to make arrangements for payment, which shall not be unreasonably withheld. The Contractor shall submit a final invoice by Dec. 15<sup>th</sup>, 2020. If work will extend beyond Dec. 15<sup>th</sup>, the Contractor must notify Sierra Institute as soon as the delay is anticipated, preferably by October 15<sup>th</sup>, 2020, so that Sierra Institute may seek a deadline extension with DWR.
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, total hours billed, and the total amount due.
  - b. Invoices shall be consistent with the budget included in Appendix B of this Agreement. These include approved travel expenses, Contractor (and/or subcontractor) wages, and materials.
    - i. The amount claimed for salaries/wages/Contractor fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).



- ii. The amount claimed for travel expenses must also include a calculation formula (i.e., miles driven times the 2020 California standard mileage rate (\$0.575/mile) = the total amount claimed).
  - c. Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the Sierra Institute and DWR must be provided for all costs included in the invoice.
  - d. Each invoice shall be accompanied by a brief written progress report (Appendix C) identifying progress toward proposed objectives, any other significant accomplishments, and any unexpected challenges or cost increases.
  - e. Sierra Institute will notify the Contractor, in a timely manner, when, upon review of an invoice, any portion or portions of the costs claimed are found to be ineligible or are not supported by documentation or receipts acceptable for reimbursement by DWR. Contractor must submit additional documentation within thirty (30) calendar days of the date of receipt of such notice. Payment will be no more frequently than monthly, in arrears, upon receipt of an invoice.
5. Submission of Reports. A final report (Appendix D) shall be submitted with the last invoice. The final report shall provide a summary description of the work performed during the contract period including: Contractor's activities, milestones achieved, accomplishments, and problems encountered in the performance of the work under this Agreement. Photos are welcomed.
6. Eligible Project Costs. Contractor shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after January 22, 2016, shall be eligible for reimbursement.
- Costs that are not eligible for reimbursement include, but are not limited to, the following items:
- a. Operation and maintenance costs.
  - b. Purchase of equipment that is not an integral part of a project.
  - c. Establishing a reserve fund.
  - d. Purchase of water supply.
  - e. Replacement of existing funding sources for ongoing programs.
  - f. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - g. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
  - h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).

- i. Payment of stipends.
- j. Application preparation costs for other funding opportunities not consistent with IRWM.
- k. Meals not directly related to travel. See detailed limitations on eligible meals and travel costs in separate form from DWR.
- l. Acquisition of real property (land or easements).
- m. Overhead not directly related to the project.

**5. Travel.** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. No travel outside the Mountain Counties Funding Area shall be reimbursed unless prior written authorization is obtained from the Sierra Institute and the State's Project Manager.

## **6. Default Provisions.**

1. Contractor receiving grant funding through this Agreement will be in default under this Agreement if any of the following occur:

- a. Willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to the Contractor or Sierra Institute by the project/sub-projects;
- b. By reason of Sierra Institute's or Contractor's willful breach of this Agreement which has resulted in material injury to the Sierra Institute, Contractor, or project/sub-projects;
- c. Failure to comply with Labor Compliance program requirements (Paragraph 9);
- d. Failure to submit timely progress reports (Appendix C); and
- e. Failure to routinely invoice Sierra Institute.

2. Should an event of default occur, the Sierra Institute shall provide a notice of default to the Consultant and shall give the Consultant at least ten (10) calendar days to cure the default from the date the notice is sent to the Consultant. If the Consultant fails to cure the default within the time prescribed by the Sierra Institute, Sierra Institute may do any of the following:

- a. Declare the funding to be immediately repaid, with interest, at the California general obligation bond interest rate at the time the Sierra Institute notifies the Consultant of the default;
- b. Terminate any obligations to make future payments to the Consultant;
- c. Terminate this Agreement; and/or
- d. Take any other action that is deemed necessary to protect its interests.

c. In the event of a written notice of termination with cause by Sierra Institute or Contractor, both parties shall be released from all obligations and liabilities under this Agreement, provided that either party shall be entitled to any remedies for damage available by law.

**7. Termination on Dissolution, Bankruptcy or Lack of Funding.** If a petition or order for relief in bankruptcy is filed or issued with respect to the Contractor, or if the Contractor makes an assignment for the benefit of creditors, the Sierra Institute may terminate this Agreement, effective as of the date of such notice.

**8. Licenses, Permits, and Insurance.** The Contractor or their subcontractors shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. The Contractor or their subcontractor will be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting any such work, specifically those including, but not limited to: environmental, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Sierra Institute.

**9. Labor Compliance.** The Contractor agrees to be bound by all the provisions of the Labor Code regarding prevailing wages, if applicable, and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

**10. Workers' Compensation.** Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its subcontractors aware of this provision.

**11. Drug-Free Workplace Certification.** Certification of Compliance: By signing this grant Agreement, the Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- 1 Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
- 2 Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. Grantee's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and
  - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 3 Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this grant Agreement:

- a. Will receive a copy of Grantee's drug-free policy statement; and
- b. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**12. Nondiscrimination.** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Contractor or its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor or 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.

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

**13. Notices.** All notices (except for financial statements) required or which may be given under this Agreement shall be in writing, and shall be deemed to be properly given when delivered in person or by mail, postage prepaid, return receipt requested, addressed as set forth below each party's name. Notices shall be addressed to such address as shall be given by each party to the other from time to time.

The Sierra Institute for Community and  
Environment  
4438 Main Street | PO Box 11  
Taylorsville, CA 95983

Plumas County  
Planning Department  
Attn: Tracey Ferguson  
555 Main Street  
Quincy, CA 95971

**14. Effect of Termination.** Upon termination of this Agreement, the Contractor shall deliver to the Sierra Institute all records in the possession of the Contractor pertaining to the Contractor's services, together with all reports, studies or other items paid for by the Sierra Institute and in the Contractor's possession and the agency hereby created shall immediately cease.

**15. Successors and Assigns.** This Agreement will inure to the benefit of and constitute a binding obligation of the parties hereto and their respective successors and assigns but a party's rights and/or obligations herein may not be assigned without the written consent of the Sierra Institute which consent shall not be unreasonably withheld.

**16. Governing Law.** This Agreement shall be governed by the laws of California.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the Sierra Institute and the Contractor; no change will be valid unless made by supplemental written agreement, executed by the Sierra Institute and Contractor.

**18. Dispute Resolution.** Should the parties have a dispute over the terms of this Agreement or the performance under this Agreement, the parties hereto agree to negotiate in good faith to resolve any disputes. Should the negotiations be unsuccessful, either party may seek judicial relief and seek any damages authorized by law.

**19. Termination.**

1. *Sierra Institute:* Performance under the Agreement may be terminated by the Sierra Institute for convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately notify any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed to the Sierra Institute's satisfaction prior to the notice of termination, plus non-cancelable obligations incurred by the Contractor prior to the notice of termination that can be demonstrated to the satisfaction of the Sierra Institute. The Sierra Institute may also terminate this contract, or any part hereof, for cause in the event the Contractor fails to comply with any contract terms and conditions, or fails to provide the Sierra Institute upon request, with adequate assurances of future performance (see Paragraph 6 - Default Provisions). If it is determined that the Sierra Institute improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
2. *Contractor:* Performance under this Agreement may be terminated by the Contractor if circumstances beyond its control preclude completion of the Project in accordance with the Scope of Work (see Appendix A), the Contractor and/or the Sierra Institute shall have the option to terminate the Project or in the event of non-payment of the Sierra Institute. In the event of contract termination by the Contractor due to circumstances beyond its control, the Sierra Institute shall pay all costs in accordance with the Scope of Work and that are to Sierra Institute's satisfaction accrued by the Contractor as of the date of termination, including all non-cancelable obligations incurred prior to the written notice of termination.

WITNESS the due execution hereof as of the date set forth below.

Sierra Institute:

Sierra Institute for Community and Environment

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

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

Executive Director

Contractor:

Plumas County

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

\_\_\_\_\_  
Kevin Goss

Chair, Board of Supervisors

ATTEST:

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

Nancy DaForno

Clerk of the Board of Supervisors

Approved as to form:



7/28/20

\_\_\_\_\_  
Gretchen Stuhr

Deputy County Counsel III

## APPENDIX A

### *Scope of Work*

The Contractor agrees to complete the following tasks, and additional activities as agreed upon by the Contractor and Sierra Institute, in the service of fulfilling Project objectives.

#### **Category A: Water Shortage Preparedness and Contingency Planning Activities**

- Task 1: Inventory.** Identify all known State Small Water Systems (SSWS) and Local Small Water Systems (LSWS) within Plumas County. Develop Excel Workbook of system location, address, point of contact and other administrative information. Use Environmental Health Department records and other sources.
- Task 2: Develop Needs Assessment Survey Tool.** Develop survey tool/questionnaire to assess current technical, managerial, and financial status of systems identified in Task 1. Survey tool will assess weaknesses such as aging infrastructure, drought vulnerabilities, service area boundaries, chemical contaminants and other problems. Use the Public Water System references by State Water Resources Control Board (SWRCB) for Technical, Managerial, and Financial (TMF) assessment and DWR for drought risk as references.
- Task 3: Survey SSWS and LSWS Providers.** Distribute survey and collect results.
- Task 4: Tabulate Needs Assessment Data.** Using the spreadsheet developed in Task 1, track notable vulnerabilities for each system.
- Task 5: GIS Map Layer.** Develop a GIS layer depicting service area boundaries, well locations and other notable system infrastructure for each responding small water system as appropriate.
- Task 6: Analyze Data.** Using the Needs Assessment data and the GIS location data, identify opportunities for consolidation, trends, barriers and other relevant information.

#### **Category B: DACI and Tribal Outreach and Coordination**

- Task 1: Coordination Meetings.** Meetings (e.g., conference calls and webinar formats likely) with potential water system consolidation partners (e.g., DAC/Tribal community owners and general managers and all known SSWS and LSWS within Plumas County) will be conducted to coordinate water shortage and contingency planning efforts and findings from Category A.
- Task 2: Communications.** Briefings and dissemination of Project information, fact sheet, and findings will be provided to Project partners, stakeholders, and others through Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Regional Water Management Group (RWMG) meetings and website, emails to list serve, and/or Board of Supervisors meetings.
- Task 3: Fact Sheet.** A SSWS / LSWS fact sheet will be prepared.

#### **Category C: Administration**

- Task 1: General Contract Administration.** Conduct general contract administration.
- Task 2: Invoices.** Prepare invoices as described in this Agreement.
- Task 3: Progress Reports.** Prepare progress reports as described in this Agreement.
- Task 4: Final Report.** Prepare final report as described in this Agreement.

## APPENDIX B

### *Budget*

<b>Tasks: Contractor Title</b>	<b>Budget Salaries, Wages, &amp; Benefits<sup>1</sup></b>
Category A: Environmental Health Specialist	\$28,500
Category A: GIS Coordinator	\$3,000
Category B: Planning Director	\$9,000 <sup>2</sup>
<i>Subtotal Categories A, B, and C</i>	<i>\$40,500</i>
Category C: (10%) Administration	\$4,500
<i>Subtotal Administration</i>	<i>\$4,500</i>
<b>Total Project Costs</b>	<b>\$45,000</b>

Notes:

1. Contractor supplies and travel included in budget.
2. Contractor may seek reimbursement for travel expenses to meetings for DAC and/or Tribal participation under Scope of Work (Category B).



APPENDIX C  
*Progress Report Template*

**DACTI Technical Assistance Program**  
managed by Sierra Institute for Community and Environment  
**Monthly Progress Report**

**IRWM:**

**Contractor Name:**

**Contractor Phone:**

**Email:**

**Reporting Period:**

Progress Report Summary (Please provide a summary narrative of work completed during this reporting period)

Status of Project Components to Date (Include the status of work completed toward each of the major project components outlined in the Scope of Work – see Appendix A)

Challenges Encountered (Describe any issues that have made project completion more difficult, more expensive, or slower than anticipated; include steps you have taken to resolve problems)

Plan Deviations (Use this space to describe how the project may diverge from what was originally proposed. If there are anticipated deviations, you may simply write “N/A”)

Actual Costs versus Budgeted Costs (Enter the amount budgeted, the amount spent in this reporting period, and the amount spent to date for each budget item)

Budget Category	Budgeted Amount	Expenditures This Reporting Period	Total expenditures to Date

APPENDIX D  
*Final Report Template*

**DACTI Technical Assistance Program**  
managed by Sierra Institute for Community and Environment  
**PROJECT COMPLETION REPORT**

**IRWM:**

**Contractor Name:**

**Contractor Phone:**

**Email:**

**Project completion date:**

**Completion Report submission date:**

**Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done.
- Description of actual work completed including any deviations from the original plan.

**Reports and/or Products**

The following items should be provided:

- A copy of any final technical report or study, produced for or utilized as part of the technical assistance project.
- Electronic copies of any data collected.
- Final project schedule showing actual progress versus planned progress and including a list of key outcomes.

**Disposition of Funds**

A list showing:

- Summary of all Project costs including the following items:
  - All total project expenditures.
  - List of tasks or activities associated with expenditures.
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original cost estimate.

**Challenges**

Describe any issues that have made project completion more difficult, more expensive, or slower than anticipated; include steps you have taken to resolve problems.

**Plan Deviations**

Describe if and how components of the project diverged from what was originally proposed. If there were no deviations, you may simply write "N/A". If there are key lessons learned, please list them.

# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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



## CONSENT AGENDA REQUEST

for the August 4, 2020 Meeting of the Plumas County Board of Supervisors

Date: July 27, 2020

To: Honorable Board of Supervisors

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

A handwritten signature in black ink, reading 'Robert A. Perreault, Jr.', is written over the printed name.

Subject: In reference to the Quincy-La Porte Road Storm Damage Repair Project (Work Order #ER05), adopt the Project Plans and Specifications and authorize the Director of Public Works to publicly advertise for bids, subject to County Counsel's approval as to form of the Contract.

### Background:

The Plumas County Department of Public Works Work Order #ER05 proposes to reconstruct embankment and roadway structural section on Quincy-La Porte Road approximately 7.8 miles south of State Route 70 near the Middle Fork of The Feather River. The location was washed out during the 2017 storm damage event. The project's right-of-way acquisition phase was not completed until earlier this summer due to the landowner's need to clear up a discrepancy on the title of the property. The project includes reconstructing roadway embankment, placing rock slope protection, aggregate base and paving.

The project is funded by the federal Emergency Relief Program, which provides for 88.53% reimbursement for the construction phase up to the project's approved finance letter amount of \$418,113. The Department's matching funds come from the State Match Exchange Program, which provides the Road Fund \$100,000 in state funds each year. The engineer's estimate for the construction contract is \$352,000.

An on-call construction engineering firm will assist the Department with construction management services under a separate contract, expected to be brought to the Board of Supervisors for approval in September 2020. The Department anticipates award of a construction contract also in September of 2020. The project is currently budgeted in the Department's FY 2020/21 construction projects' budget under Work Order #570. The project is anticipated to be completed by late November 2020 but project can be completed in the following construction season if necessary.

Exhibit "A" is a copy of the project plans, specifications and bid documents. County Counsel reviewed the contract and bid package and has approved it for advertisement under CC Log 20-323.

CONSENT AGENDA REQUEST for the August 4, 2020 Meeting of Board of Supervisors  
Quincy-La Porte Road Storm Damage Repair Project --  
Adopt the Project Plans and Specifications and authorize the advertisement for bids  
July 27, 2020  
Page 2

A complete copy of the Project Plans, Project Specifications and Bid Package (Exhibit "A") is available for public review during normal office hours at the following County offices:

Clerk of the Board of Supervisors  
Plumas County Courthouse  
520 Main Street, Room 309  
Quincy, CA 95971

Director of Public Works  
Public Works Headquarters Building  
1834 East Main Street  
Quincy, CA 95971

**Fiscal Impact:**

This action pertains only to the Board of Supervisors *adoption* of the Project Plans, Project Specifications and Bid Package and the direction to the Director of Public Works to advertise for bids. The project's construction phase costs are reimbursed at a rate of 88.53% from the federal Emergency Relief Program managed by Caltrans. The 11.47% matching funds comes from the State Match Exchange Program also managed by Caltrans. The project's estimated expenditures and reimbursements for FY 20/21 are included in the Department's budget.

Following the development of a recommendation for award of a Construction Contract by the Director of Public Works, the Project will return to the Board of Supervisors for consideration of execution of the Construction Contract.

**Policy Compliance:**

The Project Plans and Project Specifications have been prepared in accordance with Resolution No.19-8433, "Resolution Authorizing the Adoption of Caltrans' Local Assistance Procedures Manual, Chapter 10, by the Department of Public Works for Projects Funded by Caltrans' Local Assistance Programs," dated October 1, 2019.

**Recommendations:**

Regarding the Quincy-La Porte Road Storm Damage Repair Project, the Director of Public Works respectfully recommends that the Board of Supervisors adopt the Project Plans and Specifications and to authorize the Director of Public Works to publicly advertise for bids.



## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT



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

### CONSENT AGENDA REQUEST

for the August 4, 2020 Meeting of the Plumas County Board of Supervisors

Date: July 27, 2020

To: Honorable Board of Supervisors

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

A handwritten signature in black ink, appearing to read "Robert A. Perreault".

Subject: In reference to the Gold Lake Forest Highway Guardrail Upgrades Project (Work Order #570), adopt the Project Plans and Specifications and authorize the Director of Public Works to publicly advertise for bids, subject to County Counsel's approval as to form of the Contract.

### Background:

The Plumas County Department of Public Works Work Order #570 proposes to replace the existing wood post guardrail with Midwest Guardrail System (MGS) supported on steel posts including end treatments along approximately 7.8 miles of Gold Lake Forest Highway (CR 519) from the Sierra/Plumas County line to the intersection of State Route 89. The guardrail was last replaced in 1996 thereby exceeding its 20-year useful life. The project includes the replacement of 20,000 lineal feet of existing guardrail and end treatments over the length of road 519 between the Sierra County line and State Route 89 near Graeagle.

The project is funded by the Highway Safety Improvement Program under the guardrail upgrades category. The Program provides for 100% reimbursement up to the project's approved federal finance letter amount of \$1,163,000. The engineer's estimate for the construction contract is \$1,063,000.

An on-call construction engineering firm will assist the Department with construction management services under a separate contract, expected to be brought to the Board of Supervisors for approval in September 2020. The Department anticipates award of a construction contract also in September of 2020. The project is currently budgeted in the Department's FY 2020/21 construction budget under Work Order #570. The project is anticipated to be completed by late November 2020 but project can be completed in the following construction season if necessary.

The Department will be submitting an application this fall to the Federal Lands Access Program for a future pavement milling and overlay project for the entire 7.8 miles.

Exhibit "A" is a copy of the project plans, specifications and bid documents. County Counsel has reviewed the contract and bid package and has approved it for advertisement under CC Log 20-316.

A complete copy of the Project Plans, Project Specifications and Bid Package (Exhibit "A") is available for public review during normal office hours at the following County offices:

Clerk of the Board of Supervisors  
Plumas County Courthouse  
520 Main Street, Room 309  
Quincy, CA 95971

Director of Public Works  
Public Works Headquarters Building  
1834 East Main Street  
Quincy, CA 95971

**Fiscal Impact:**

This action pertains only to the Board of Supervisors *adoption* of the Project Plans, Project Specifications and Bid Package and the direction to the Director of Public Works to advertise for bids. The Department's costs for the construction phase are reimbursed at a rate of 100% by the Highway Safety Improvement Program managed by Caltrans. The estimated project expenditures and reimbursements for FY 20/21 are included in the Department's budget.

Following the development of a recommendation for award of a Construction Contract by the Director of Public Works, the Project will return to the Board of Supervisors for consideration of execution of the Construction Contract.

**Policy Compliance:**

The Project Plans and Project Specifications have been prepared in accordance with Resolution No.19-8433, "Resolution Authorizing the Adoption of Caltrans' Local Assistance Procedures Manual, Chapter 10, by the Department of Public Works for Projects Funded by Caltrans' Local Assistance Programs," dated October 1, 2019.

**Recommendations:**

Regarding the Gold Lake Forest Highway Guardrail Upgrades Project, the Director of Public Works respectfully recommends that the Board of Supervisors adopt the Project Plans and Specifications and to authorize the Director of Public Works to publicly advertise for bids.



2F3

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



### **CONSENT AGENDA REQUEST**

For the August 4, 2020 meeting of the Plumas County Board of Supervisors

July 27, 2020

To: The Honorable Board of Supervisors

From: Robert Perreault, Public Works Director

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Approve a Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trailheads.

### **Background:**

For nearly 25 years, the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division has provided funding for the Over-the-Snow Grant Program for winter recreation within Plumas County.

For several years, the Public Works Department has provided snow-clearing services for the State Parks and Recreation Department in the Gold Lake area, the Bucks Lake area, and LaPorte area, and the Chester/Lake Almanor area.

Approval is requested for an agreement with the State to continue to provide the services described above for four hundred forty-seven thousand nine hundred forty dollars and zero cents (\$447,940.00) for a four-year period ending September 30, 2024.

The attached California Standard Agreement has been approved as to form by County Counsel.

The attached Board Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks has been approved as to form by County Counsel.

### **Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors adopts the attached Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trailheads.

Attachments:

RESOLUTION NO. 20-

**(APPROVING THE APPLICANT TO ENTER INTO A LAND-USE CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OVER-SNOW VEHICLE PROGRAM GRANT FUNDS)**

**WHEREAS**, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division of the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds, including funds within the Over Snow Vehicle Program; and

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Plumas, State of California, hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Robert Perreault, Director of Public Works, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of August, 2020, by the following vote:

**AYES: SUPERVISORS:**

**NOES: SUPERVISORS:**

**ABSTAIN/ABSENT: SUPERVISORS:**

\_\_\_\_\_  
Chair of the Board of Supervisors

**ATTEST:**

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

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

**C20V0008**

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Plumas County Department of Public Works

2. The term of this Agreement is:

START DATE

Written Notice to Proceed

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$447,940.00 Four Hundred Forty Seven Thousand Nine Hundred Forty Dollars

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	1
Exhibit A, Attachment 1	Description of Services	1
Exhibit A, Attachment 2	"Over Snow Vehicle (OSV) Program: Environmental Impact Report (EIR)"-December 2010, Department of Parks and Recreation, OHMVR Division. This document is hereby incorporated by reference and made part of this agreement as if attached hereto. It is available for viewing at: <a href="http://ohv.parks.ca.gov/?page_id=26379">http://ohv.parks.ca.gov/?page_id=26379</a>	
+ - Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B, Attachment 1	Billing Procedures	1
+ - Exhibit B, Attachment 2	Cost Breakdown	1
+ - Exhibit C *	General Terms and Conditions	
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1

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>

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C20V0008

PURCHASING AUTHORITY NUMBER (If Applicable)

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.)

Plumas County Department of Public Works

CONTRACTOR BUSINESS ADDRESS

1834 East Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Kevin Goss

TITLE

Board of Supervisors Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1725 23rd Street, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Kristal C. Simpson

TITLE

SSM III, Business MGMT SYS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to form:

 6/30/2008  
 Gretchen Stuhr  
 Deputy Plumas County Counsel

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) plowing and sanding services as described herein:

Contractor shall provide all tools, equipment, and labor necessary to perform winter trailhead services in accordance with specifications outlined in **Exhibit A**, **Exhibit B**, and all corresponding Attachments.

All services will be provided in accordance with **Exhibit A**, **Attachment 2, OSV Program: EIR**, which is incorporated by reference as if attached hereto. <http://ohv.parks.ca.gov/ohv-cega-notices>

2. The services shall be performed at:  
Bucks Summit, Big Creek, La Porte, Gold Lake, and Chester-Lake Almanor OSV trailheads; and 11.75 miles of access roads throughout Plumas County.

3. The services shall be provided during:  
Normal working hours, 8:00 am- 5:00 pm, Sunday through Saturday.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation Mobile Equipment Management Office	Contractor:	Plumas County Department of Public Works
Primary POC:	Talina Hagler, Program Coordinator (PC)	Primary POC:	Damien Frank, Fiscal Officer
Phone/Email:	(916) 263-0617, talina.hagler@parks.ca.gov	Phone/Email:	(530) 283-6490, DamienFrank@countyofplumas.com
Secondary POC:	Case Belltawn, Program Manager (PM)	Secondary POC:	Joe Blackwell, Deputy Director
Phone/Email:	(916) 870-9121, case.belltawn@parks.ca.gov	Phone/Email:	(530) 283-6491, JoeBlackwell@countyofplumas.com
Address:	4940 Lang Avenue, Bay H	Address:	1834 East Main Street
City/State/Zip Code:	McClellan Park, CA 95652	City/State/Zip Code:	Quincy, CA 95971

**EXHIBIT A,  
ATTACHMENT 1  
DESCRIPTION OF SERVICES**

During the winter months of November through May, Contractor shall provide the following services to the Over Snow Vehicle (OSV) trails and access roads in Plumas County:

**Snow Removal:** Snow plowing, blowing, and sanding services as required on five (5) trailhead parking areas; 11.75 miles of access roads as necessary for safe travel to and from the parking areas. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

**Miscellaneous Expenses:** The following services are pre-approved with the specified funding limitations:

**Hazard Removal:** Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard and/or inhibit safe use of the facilities; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of plowing equipment. OSV Program is not responsible for clearance associated with regular road maintenance and/or summertime use.

**Signs/Markers:** Purchase, installation, and removal of markers/signs associated with the OSV trails and trailheads. These may include:

- Directional markers
- Poles/stakes
- Reassurance markers
- Fiberglass delineators
- Regulatory signs
- Hazard identification

Any single sign exceeding \$500 in value requires the advance written approval of the Program Coordinator or Program Manager.

**Expenses Subject to Approval:** All expenses not listed above require the advanced written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

**Amendments:** This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Breakdown, marked Exhibit B, Attachment 2, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

**Department of Parks and Recreation  
OSV Program  
4940 Lang Avenue, Bay H  
McClellan Park, CA 95652**

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**EXHIBIT B,  
ATTACHMENT 1  
BILLING PROCEDURES**

**Invoices for Services**

All invoices must be fully itemized by service type, location, and dollar amount. Each invoice must have the Contractor's name and mailing address printed at the top.

Invoices submitted for payment must include the following attachments:

- **Transaction Report** and/or **Timecard Audit Trail Report** detailing all expenses included on the invoice.
  - Total must match the total amount due on the invoice. If this is not possible, Contractor must clearly indicate which charges are included in the invoice.
- **Daily Report** detailing all activity on each day of service.
- **Back-up documentation** (e.g., merchant invoice, register receipt, etc.) to support each purchase and/or subcontractor service submitted for reimbursement.
  - Back-up documentation must be fully itemized with all charges listed, including the cost of each item, sales tax, shipping, and other miscellaneous costs.
- **Advance written approval** from the Program Coordinator or Program Manager for all transactions not identified in the contract scope.
  - All expenses not included in the **Exhibit A, Attachment 1, Description of Services** require the advance written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

The final invoice for each winter season must be submitted on or before August 15 of that season. For example, the final invoice for the 2020/21 winter season is due on or before August 15, 2021.

**Right to Audit**

The State reserves the right to audit all records pertaining to this Contract, including but not limited to records maintained by the Contractor, subcontractors, agents, and vendors.



**Exhibit B  
Attachment 2  
Cost Breakdown**

***Snow Removal/Plowing***

<b>Lassen National Forest Trailheads</b>					
<b>Location</b>	<b>Square Yards</b>	<b>Average Elevation</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Line Total</b>
Chester-Almanor	9,730	4,885	10	\$145.00	\$1,450.00
<b>Subtotal</b>					<b>\$1,450.00</b>
<b>Plumas National Forest Trailheads</b>					
<b>Location</b>	<b>Square Yards</b>	<b>Average Elevation</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Line Total</b>
Bucks Summit	4,230	5,530	24	\$145.00	\$3,480.00
Big Creek	1,380	4,030	14	\$145.00	\$2,030.00
La Porte	3,135	4,970	21	\$145.00	\$3,045.00
Gold Lake	5,465	5,560	160	\$145.00	\$23,200.00
<b>Subtotal</b>					<b>\$31,755.00</b>
<b>Access Roads</b>					
<b>Location</b>	<b>Road Miles</b>	<b>Average Elevation</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Line Total</b>
Chester-Almanor	0.25	4,870	2	\$130.00	\$260.00
Bucks Summit	6.00	5,300	268	\$130.00	\$34,840.00
Big Creek	1.00	4,025	80	\$130.00	\$10,400.00
La Porte	0.50	4,965	26	\$130.00	\$3,380.00
Gold Lake	4.00	5,250	230	\$130.00	\$29,900.00
<b>Subtotal</b>					<b>\$78,780.00</b>
<b>Seasonal Allocation</b>					<b>\$111,985.00</b>

<b>Contract Summary</b>	
<b>Season</b>	<b>Allocation</b>
2020/21	\$111,985.00
2021/22	\$111,985.00
2022/23	\$111,985.00
2023/24	\$111,985.00
<b>Total Allocation</b>	<b>\$447,940.00</b>

**EXHIBIT D — PUBLIC ENTITY  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

**2. Termination for Convenience**

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

**3. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**4. Forced, Convict, and Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY  
(Standard Agreement)**

Plumas County,  
Contractor's Name: Department of Public Works  
Agreement Number: C20V0008  
Page: 2 of 2

**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**6. Priority Hiring Considerations for Contracts with a Value of \$200,000**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**7. Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

**8. Contractor's Duties, Obligations and Rights**

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**Student/Graduate Student Assistants**

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
  - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
  - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
  - c. Students under the age of 18 may not operate State vehicles under any circumstances.
  - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
  - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
  - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.



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## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



### CONSENT AGENDA REQUEST

For the August 4, 2020 meeting of the Plumas County Board of Supervisors

**Date:** July 27, 2020

**To:** Honorable Board of Supervisors

**From:** Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

**Subject:** Authorize Execution of a Service Agreement with Optic Fuel Clean of California for fuel tank cleaning services at the Public Works Maintenance Yards located in Chester, Greenville, Quincy, Graeagle, Beckwourth, and La Porte in the amount of \$23,109.00.

### Background:

Public Works operates six (6) maintenance yards throughout the County. Each yard has at least one fuel tank for gasoline, one fuel tank for diesel and one for heating oil. Newer vehicle fuel systems work at a much higher pressure than older vehicles in order to meet California Air Resources Board (CARB) mandates making it crucial to maintain clean fuel supplies. Over time, contaminants such as water, dirt, and algae build up in the storage tanks. These contaminants are then transferred into vehicles. Public Works contracted with Optic Fuel Clean of California to perform the cleaning service several years ago with satisfactory results and did not suffer any down time during performance of the work.

In the Plumas County Purchasing Policy there are exceptions to the competitive process found in Section 3-1 (o) which states "When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from a previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense". Public Works has had favorable success each time with Optic Fuel Cleans pricing, quality of product and workmanship. The County Administrator has approved the attached Sole Source Request for this service.

This agreement has been approved as to form by the County Counsel's Office.

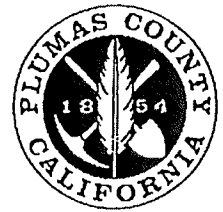
### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute the Services Agreement between the County of Plumas and Optic Fuel Clean of California in the amount not to exceed \$23,109.00.

**Attachment:** Services Agreement between the County of Plumas and Optic Fuel Clean of California

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



**Date:** July 22, 2020

**To:** Gabriel Hydrick, County Administrator

**From:** Bob Perreault, Director of Public Works, and Joe Blackwell, Deputy Director of Public Works

**Subject:** Sole Source Request for Fuel Tank Cleaning Services

Public Works operates six (6) maintenance yards throughout the County. Each yard has at least one fuel tank for gasoline, one fuel tank for diesel and one for heating oil. Newer vehicle fuel systems work at a much higher pressure than older vehicles in order to meet the California Air Resources Board (CARB) mandates making it crucial to maintain clean fuel supplies. Over time, contaminants such as water, dirt and algae build up in the fuel storage tanks. These contaminants are then transferred into our fleet vehicles.

In the Plumas County Purchasing Policy there are exceptions to the competitive process found in Section 3-1. The provisions of the Purchasing Policy pertinent to this request include the following:

*(n) When the Purchasing Agent or his/her designee determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business;*

**The last time the fuels tanks at all six maintenance yards were cleaned was 10 years ago. It was noticed recently that the fuel tank filters are beginning to clog due to impurities in the tanks. Once this condition is noticed, it becomes necessary to have the tanks cleaned as soon as possible to avoid these impurities being passed into the fuel tanks of our fleet vehicles. Undertaking a competitive bidding process would delay an immediate need to have our fuel tanks cleaned and prevent damage to our fleet.**

*(o) When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from a previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense.*

**Public Works contracted with Optic Fuel Clean of California to perform the fuel cleaning services 10 years ago with satisfactory results. The quality of workmanship and the ability to complete the work without any interruption to Public Works Maintenance Yard activities was of great importance to the Department. Significant time was spent educating our current contractor on the location, size and accessibility of all our fuel tanks. Re-educating a new contractor would constitute a significant time and expense to the Department.**

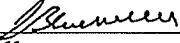
Public Works has also contacted Facility Services to determine if they were interested in being included in this fuel tank cleaning contract. Keven Correia indicated that they did not have a need for fuel tank cleaning services at this time.

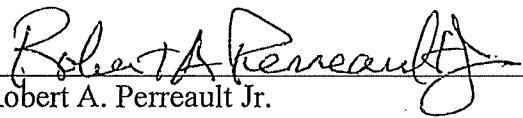
The need to have our fuel tanks cleaned is urgent as the lower portion of the tanks are contaminated with impurities. Under these conditions, the suction tube in the tanks must be raised in order to avoid siphoning from the contaminated portion of tank.

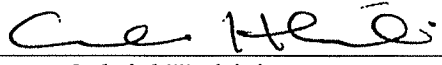
The last time this service was awarded was approximately 10 years ago and staff recalls that this service was awarded as a result of an informal bid process with Optic Clean being the only bidder who could perform mobile tank cleaning services.

As mentioned during our conversation on July 21, 2020, undertaking the effort to solicit other bids would delay the cleaning of our tanks. Nevertheless, Public Works acknowledges its intention to undertake competitive bidding procedures during the next cycle when there is a need for such services.

Public Works requests to contract with Optic Fuel Clean of California to provide the cleaning service to the listed equipment and heating fuel tanks in all road yards to insure clean fuel system quality. The amount of said contract will be not to exceed \$24,000.00 upon completion of work to County's satisfaction.

Requested by:  Date 7-22-20  
Joe Blackwell  
Deputy Director of Public Works

Recommended for Approval by:  Date: 7/22/2020  
Robert A. Perreault Jr.  
Director of Public Works

Approval by:  Date: 7/22/20  
Gabriel Hydrick  
County Administrator

## Services Agreement

### Fuel Tank Cleaning for Plumas County Public Works Maintenance Yards

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Public Works (hereinafter referred to as "County"), and Optic Fuel Clean of California, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Three Thousand One Hundred and Nine Dollars and No Cents (\$23,109.00).
3. Term. The term of this agreement shall be from date of contract execution through December 31, 2020 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.



7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works  
County of Plumas  
1834 E. Main Street, Quincy, CA 95971  
Attention: Joe Blackwell, Deputy Director  
[joeblackwell@countyofplumas.com](mailto:joeblackwell@countyofplumas.com)

Contractor:

Optic Fuel Clean of California  
14936 County 18  
Park Rapids, MN 56470  
Attention: Chris Behrens  
[chris@ofcca.com](mailto:chris@ofcca.com)

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000., then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
26. It is understood that Optic Fuel Clean of CA, Inc. will not be responsible for damages resulting from poorly maintained probes, down tubes, fueling or access equipment during the inspection, cleaning, filtering and polishing process.

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

**CONTRACTOR:**

Optic Fuel Clean of California, Inc. (A  
California Corporation)

By: \_\_\_\_\_  
Name: Mark Behrens  
Title: President/Secretary  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_


**ATTEST:**

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

By: \_\_\_\_\_  
Robert A. Perreault, Jr.  
Director of Public Works

**APPROVED AS TO FORM:**

Plumas County Counsel

By:  4/17/2020  
Deputy County Counsel

**EXHIBIT A**

**Scope of Work & Cost**

Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles from the following fuel tanks at the Public Works Maintenance Yards located in Chester, Greenville, Quincy, Graeagle, Beckwourth, and La Porte.

**Chester Maintenance Yard:**

Item	Tanks	Rate	Total
1. 1500 Gal Diesel AST	1	\$1,049.00	\$1,049.00
2. 2K Gal Dsl AST	1	\$1,185.00	\$1,185.00
3. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

**Greenville Maintenance Yard:**

Item	Tanks	Rate	Total
1. 1K Gal Diesel AST	1	\$1,049.00	\$1,049.00
2. 2K Gal Dsl AST	1	\$1,185.00	\$1,185.00
3. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

**Quincy Maintenance Yard:**

Item	Tanks	Rate	Total
1. 1K Gal Diesel AST	3	\$1,049.00	\$3,147.00
2. 2K Gal Dsl AST	3	\$1,185.00	\$3,555.00
3. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

**Graeagle Maintenance Yard:**

1. 2K Gal Dsl AST	1	\$1,185.00	\$1,185.00
2. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

**Beckwourth Maintenance Yard:**

Item	Tanks	Rate	Total
1. 1K Gal Diesel AST	1	\$1,049.00	\$1,049.00
2. 2K Gal Dsl AST	1	\$1,185.00	\$1,185.00
3. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

**La Porte Maintenance Yard:**

Item	Tanks	Rate	Total
1. 200 Gal Diesel AST	1	\$0	\$0
2. 2K Gal Dsl AST	1	\$1,185.00	\$1,185.00
3. 2K Gal Gas AST	1	\$1,185.00	\$1,185.00

Mileage	150	\$1.5	\$225.00
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**Total Cost: \$23,109.00**

The Department of Public Works will provide the waste drums as needed, and the contractor will be responsible for removal of waste to an approved petroleum waste disposal facility.

2F5



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

### CONSENT AGENDA REQUEST

for the August 4, 2020 meeting of the Plumas County Board of Supervisors

Date: July 27, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault Jr.", written over the printed name in the "From:" field.

Subject: Authorize Construction Agreement for Plumas County Fuel Depot at Quincy Yard; discussion and consider authorization.

### BACKGROUND:

The Department of Public Works currently has at its Quincy yard, one 2,000-gallon diesel fuel tank and one 2,000-gallon gasoline tank for fueling of Public Works equipment and vehicles. The existing above ground fuel tanks were installed in the early 1990's and do not hold sufficient volume to enable the Plumas Transit buses to be fueled at the Quincy yard. Fuel delivery is required every day due to the limited size of the fuel tanks which comes at a higher cost. The existing fuel dispensers, proposed to be replaced, are from the 1950's.

The proposed combination 10,000 gallon diesel and 2,000 gallon gasoline tank has a combined capacity of 12,000 gallons, which would hold sufficient volume to fuel Plumas Transit busses in addition to Public Works equipment and vehicles. With the larger tank, the need for daily fuel delivery will be eliminated. This would reduce fuel delivery cost since an entire fuel tanker truck load could be purchased for delivery to the Public Works yard.

Plumas Transit will fuel busses at the Quincy yard and be billed for the fuel pumped. This will result in lower fuel costs for Plumas Transit, as they currently refuel at commercial gas stations. Also, the Quincy yard fuel pumps have backup power to run the pumps in the event of a power outage.

The Public Works Fueling Facility drawings and specifications were approved by Board of Supervisors at the April 21, 2020 meeting. The RFB was posted on the County website on May 26, 2020 and posted in four public locations in Plumas County. The bid scope includes new fuel tank, pumps and associated electrical controls. Three Bids were received June 25, 2020 for the Fueling Facility ranging from \$307,265 to \$317,899.55. Air & Lube Systems, Inc. submitted the lowest bid of \$307,265. The bids are well below the construction cost estimate for \$356,063.

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

A copy of the Bid Results Sheet is attached.



**FISCAL IMPACT:**

This project is approved and funded by Plumas County Transportation Commission (PCTC) to enable Plumas Transit busses to refuel at the Quincy Yard.

**RECOMMENDATION:**

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 the Construction Agreement for a new 12,000-gallon Fuel tank, fuel dispensers and associated work, at the Public Works Quincy Yard in the amount of \$307,265.

Attachment: Bid Results Sheet  
Air & Lube Systems, Inc., Construction Agreement

PLUMAS COUNTY PUBLIC WORKS

BID SUMMARY

ITEM: Quincy Fueling Facility Bids

BID DUE: 6/25/20 @ 2:00 pm

VENDORS	Meets required max footprint of 25 feet x 10'-6"	Meets 10,000 gallon / 2,000 gallon split	Construction Schedule	Total Bid
Air & Lube systems, Inc.	25 feet x 10'-6" meets requirement	Dual compartments meets requirement	Schedule Submitted	\$307,265
Gems Environmental Management Services, Inc.	25 feet x 8'-6" meets requirement	10,000 gallon capacity & 50 / 50 split Does not meet requirement	Schedule Submitted	\$317,899.55
McCuen Construction, Inc.	27 feet x 8'-6" Does not meet requirement	50 / 50 split Does not meet requirement	Schedule Submitted	\$310,000
Quincy Fueling Facility Bids				

Awards shall be made to the lowest responsible bidder provided, however, quality offered, installation terms, and service reputation of the bidder may be taken into consideration in determining the lowest responsible successful bidder. In regard to contract award, the recommendation of the Director of Public Works is final.

### Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and Air & Lube Systems, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred Seven Thousand Two Hundred Sixty-Five Dollars and No/100 (\$307,265) (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 October 31, 2021, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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



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

County:

Plumas County Department of Public works  
1834 East Main Street  
Quincy, CA 95971  
(530) 283-6268  
Attention: Robert A. Perreault Jr., P.E., Director

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

Contractor:

Air & Lube Systems, Inc.  
8353 Demetre Avenue  
Sacramento, CA 95828  
Attention: Miguel Micheltorena

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

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

CONTRACTOR:

Air & Lube Systems, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Miguel Micheltorena  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa Green  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

COUNTY:

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

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
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: \_\_\_\_\_

Exhibit A  
Scope of Work,  
Cost and Schedule

**BID SHEET**

The Department of Public Works will consider all bids received.

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

Complete the following chart by typing or use pen and ink:

DESCRIPTION	Bid Amount (in words)	Bid Amount (numerical)
<b>Primary Bid:</b> Quincy Maintenance Yard Fuel Facility Project	Three Hundred Seven Thousand Two Hundred Sixty Five Dollars	\$307,265.00

Anticipated date(s) of Work: October 5th - December 12th

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

- A proposed work schedule including working days
- Fuel tank specification sheets

Name & Address of BIDDER (please print): Air & Lube Systems, Inc.

Name: Miguel Micheltorena

Title: Owner and Secretary

Address: 8353 Demetre Ave., Sacramento, CA 95828

Phone: (916) 642-7201

Cell Phone: (415) 971-3190

Email: mmicheltorena@airandlube.com

Signature: 

Date: 6/23/2020

**ADDENDA**

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

Addenda 1 (June 15, 2020) and Addenda 2 (June 22, 2020)

(Fill in addenda numbers if addenda have been received)

Bidding Firm: Air & Lube Systems, Inc.

Business Name and Location	CA State Contractor License Number	Public Works Contractor Registration Number	Bid Items Numbers	Percentage of Bid Item Subcontracted (Whole numbers)	Description of Portion of Work
Air & Lube Systems, Inc. will self-perform 100% of the work on this project. No subcontractors will be utilized. For the convenience of Plumas County, we have filled out this form below for easy reference with respect to information pertaining to Air & Lube Systems.					
Air & Lube Systems, Inc. 8353 Demetre Ave. Sacramento, CA 95828	287715	1000008993	All	0%	Entirety of project.

2F6

## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



### CONSENT AGENDA REQUEST

for the August 4, 2020 meeting of the Plumas County Board of Supervisors

Date: July 27, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read 'Robert A. Perreault Jr.', is written over the printed name.

Subject: Fueling Facility Upgrade Project at Quincy Maintenance Yard Professional Services Agreement Amendment No. 2; discussion and consider authorization.

### BACKGROUND:

The Department of Public Works entered into an On-Call Professional Services Agreement with Willdan Engineering on January 25, 2016. Task Order 3 for services on Fueling Facility Upgrade Project at Plumas County Public Works Quincy Maintenance Yard for \$58,000 was executed April 11, 2018. The scope of the work includes all necessary design, cost estimates and preparation of plans and specifications for advertisement and award of a construction contract for new 12,000 gallon fuel tank, concrete pad and new fuel pumps.

Amendment No. 1 to the agreement amended exhibit B fee schedule, but did not increase the not to exceed amount. Amendment No. 1 deleted geotechnical engineering line item that was not needed.

Amendment No. 2 to the agreement adds sub consultant Blackburn Consulting line item to Willdan services to exhibit B to provide concrete testing for the fuel tank concrete pad as required by the approved construction drawings. Total added cost is \$3,454 including \$3,140 for Blackburn Consulting and \$314 markup and management for Willdan. Amendment No. 2 increases total not to exceed agreement amount to \$58,395.

Amendment No. 2 to Professional Services Agreement has been approved as to form by County Counsel. Amendment No. 2 is attached for reference.

### RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works and the Chair of the Board of Supervisors to execute Amendment 2 to Task Order No. 3, Professional Services Agreement with Willdan Engineering.

Attachment: Amendment No. 2 to Task Order No. 3

**AMENDMENT NO. 2  
TO TASK ORDER No. 3  
PROFESSIONAL SERVICES AGREEMENT  
For  
On-Call Environmental Civil Engineering  
And Staff Augmentation Services  
For Transportation Improvement Projects**

**Fueling Facility Upgrade Project  
At Plumas County Public Works Quincy Maintenance Yard**

The January 25, 2016 PROFESSIONAL SERVICES AGREEMENT, by and between the **COUNTY OF PLUMAS**, a political subdivision ("COUNTY") and **WILLDAN ENGINEERING**, a California Corporation, (hereinafter referred to as "Consultant"), is hereby amended as follows:

**Compensation**

Consultant's compensation shall be increased to Fifty Eight Thousand Three Hundred Ninety-Five Dollars and No Cents (\$58,395.00). Consultant shall be paid in accordance with the Revised Fee Schedule set forth in Exhibit "B."

**Other Contract Provisions**

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement, County Contract No. PWRD-005 first referenced above, and Task Order No. 3 thereto, shall remain unchanged.

\*\*\*Signatures on following page\*\*\*

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

Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to Task Order 3 to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT:

WILLDAN ENGINEERING, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Daniel Chow  
Title: CEO  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stacy McLaughlin  
Title: CFO  
Date signed: \_\_\_\_\_

Taxpayer ID Number: 95-2295858

COUNTY:

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

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



**Exhibit B**

**Second Revision to Fee Schedule**

**Plumas County - Fueling Station Project**

**CH&D Architects**

Geotechnical Engineering removed from scope	\$0
Design/ County Design Review/Const. Docs/Bid Asst./Const. Asst.	\$27,168
<b>CH&amp;D Sub-Total</b>	<b>\$27,168</b>

**Amendment #1 (additional compensation to CH&D)** \$2,500

<b>Revised CH&amp;D Sub-Total</b>	<b>\$29,668</b>
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<b>Willdan - 10% Markup of CH&amp;D Costs</b>	<b>\$2,967</b>
---	----------------

	<b>\$32,635</b>
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**Blackburn Consulting**

**Amendment #2 (Concrete Testing)** \$3,140

<b>Revised CH&amp;D Sub-Total</b>	<b>\$3,140</b>
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<b>Willdan - 10% Markup of Blackburn's Costs</b>	<b>\$314</b>
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<b>Blackburn Total</b>	<b>\$3,454</b>
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**Willdan Engineering**

Map reduction	\$798
Project Coordination/Management	\$5,888
Site Plan	\$0
Structural Design and Details	\$0
Utility coordination	\$656
Preparation of plans	\$7,436
Quantities & Estimate	\$1,018
Specifications	\$1,674
Final review - Quality Control	\$2,540
Bidding Assistance	\$984
Construction Management	\$1,312
<b>Willdan Total</b>	<b>\$22,306</b>

<b>Project Total</b>	<b>\$58,395</b>
----------------------	-----------------

26

**UNIVERSITY OF CALIFORNIA**  
**Agriculture and Natural Resources**

UC Cooperative Extension, Plumas-Sierra Counties

208 Fairground Road

Quincy, CA 95971

Board of Supervisors

County of Plumas

520 Main Street

Room 309

Quincy, CA 95971

Dear Members of the Board,

I am writing to request that Samantha Brown, administrative assistant for the Farm Board, have her hours changed to 4-10 hour work weeks. If authorized, 4-10 hour work week will begin the week of Monday August 10<sup>th</sup>. Also, per the MOU, if the department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than (10) working days' notice.

Thank you for this consideration.

Sincerely,



David Lile  
County Director  
UCCE Plumas

3A

**BECKWOURTH COMMUNITY SERVICE AREA**  
**c/o PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323  
*Robert A. Perreault, Jr., P.E.*                      *County Engineer and Manager, BCSA*

**AGENDA REQUEST**

for the August 4, 2020 Meeting of the Beckwourth CSA Governing Board

July 27, 2020

To:                      Honorable Beckwourth CSA Governing Board

From:                  Robert Perreault, County Engineer and Manager of Beckwourth CSA

Subject:              Public Hearing Item: Proposed Resolution, A "Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures"

**PREFACE:**

The purpose of this Agenda Request is to introduce a Proposed Resolution and to enable the Beckwourth CSA Governing Board to:

1. Receive a report and recommendations from the County Engineer and Manager of BCSA pertaining to the proposed billing procedures, including late fee(s) and collection methods for said late fee(s).
2. Receive and tabulate any written protests against the proposed billing procedures, including late fee(s) and collection methods for said late fee(s). Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Close Public Hearing.
3. Consider the adoption of the attached proposed Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures.

**BACKGROUND:**

**Resolution 18-8303:**

On January 9, 2018, the Governing Board of Beckwourth County Services Area duly passed and adopted Resolution 18-8303. Pursuant to a rate study, dated October 2017, and Engineer's Report, dated November 2017, Resolution 18-8303 adopted an increased fee schedule for equivalent dwelling units (EDU) and specific properties within the Beckwourth County Service Area and its sphere of influence. Additionally, the Board determined by vote on Resolution 18-8303 that these fees should be payable monthly.

Resolution 18-8303 and previous resolutions lacked procedures by which delinquent fees should be collected. The attached proposed Resolution defines services and billing procedures, including the date Billing Statements are sent out each month and payment due date. The Proposed Resolution also describes Past Due Notices and Late Fees penalties. The Manager of BCSA will be responsible for issuing Past Due Notices with penalties for up to one fiscal year.

At the one-year mark, the Manager of BCSA can exert a Lien against the property for collection of Past Due fees and Penalties. Said Lien shall include the cost of administrative time for BCSA administration.

On June 17, 2020 the Governing Board of BCSA delivered notices of the Public Hearing to the Reno Gazette newspaper and posted in public places throughout the County, including the Plumas County Courthouse. Per 45-day noticing requirements of Proposition 218, 65 notices of this Public Hearing were mailed to BCSA customers on June 17, 2020.

**PUBLIC NOTICE**

Upon adoption of the Resolution, the Clerk of the Governing Board of Beckwourth County Service Area shall certify the adoption of the Resolution, and shall post or publish this Resolution as required by law.

**RECOMMENDATION:**

1. Receive a report and recommendations from the Director of Public Works and Manager or BCSA pertaining to the proposed billing procedures, including late fee(s) and collection methods for said late fee(s).
2. Receive and tabulate any written protests against the proposed billing procedures, including late fee(s) and collection methods for said late fee(s). Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Close Public Hearing.
3. Consider the adoption of the attached proposed Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures.

**FISCAL IMPACT:**

Other than staff time, there is no direct cost to the BCSA Budget adopted on September 17, 2019.

**ATTACHMENTS:**

- Resolution 18-8303: A Resolution Revising Beckwourth CSA Sewer Rates
- Proposed “Resolution Adopting Beckwourth Community Service Area Billing Collection Procedures”
- “Notice of Public Hearing”

## **RESOLUTION NO. 18- 8303**

### **A RESOLUTION REVISING BECKWOURTH CSA SEWER RATES**

**WHEREAS**, the Board of Supervisors of the County of Plumas acting as the Beckwourth CSA Governing Board, is required to adopt sewer service fees for the Beckwourth County Service Area as required by section XIV of the Ordinance No. 73-18 and,

**WHEREAS**, the Rate Study, dated October 2017, establishes the needed sewer rate for the District to be sustainable.

**WHEREAS**, the Engineer's Report, dated November 14, 2017, adopted by the BCSA Governing Board at the November 14, 2017 meeting, establishing sewer fee assessments.

**WHEREAS**, Resolution 17-8299 dated November 14, 2017, establish procedures under proposition 218 for a proposed increase of the Beckwourth County Services Area sewer rate and Proposition 218 protest hearing. Public hearing notices were postmarked November 20, 2017, satisfying the 45 day notice requirement and sewer rate protests received are less than 50% of parcels within the Beckwourth CSA, allowing the Governing Board to establish new sewer rate.

**WHEREAS**, such sewer service fee is necessary for the operation of the Beckwourth County Service Area, and to accumulate a reserve for capital improvements; and,

**WHEREAS**, this Board determines that said fees shall be payable monthly,

**NOW, THEREFORE, BE IT RESOLVED** that Resolution No. 83-3666, dated June 7, 1983, "RESCINDING Resolution 82-3568 and Setting Quarterly Sewer Service Fees in Beckwourth County Service Area", is hereby rescinded; and,

**BE IT FURTHER RESOLVED** that the following fees, payable monthly, shall be charged to all public, private and residential properties within the Beckwourth County Service Area including service provided within the sphere of influence:

\$44.50 per assessed equivalent dwelling unit (EDU) per month

All customers are to be assessed pursuant to the Sewer Rate Study at 1 EDU excepting the following:

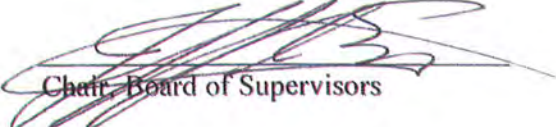
- 223 Main Street assessed 2 EDU based on residence and office, \$89.00 per month
- 91 Beckwourth-Genesee Road assessed 3 EDU based on 2 residences and 1 church , \$133.50 per month
- 81247 State Route 70 assessed 9.7 EDU based on 31 R.V. spaces, \$431.65 or \$13.92 per space per month
- 81027 State Route 70 assessed 3 EDU based on number of assumed employees at Water Resources Building, \$133.50 per month
- 81590 State Route 70 assessed 2 EDU based on residence and retail store, \$89.00 per month
- 81296 State Route 70 assessed 2 EDU based on residence and office building, \$89.00 per month
- 548 Industrial Way assessed 2.5 EDU based on Forest Service Fire Station use, \$111.25 per month

The foregoing resolution was duly passed and adopted by the Governing Board of Beckwourth County Services Area, State of California, at a regular meeting of said Board held on the 9th day of January, 2018, by the following vote:

**AYES:** Supervisors: SIMPSON, THRALL, GOSS, SANCHEZ, ENGEL

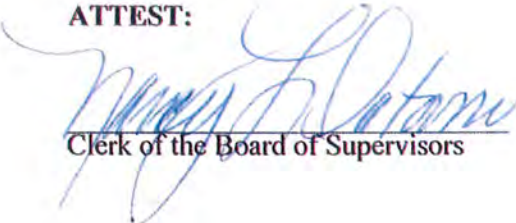
**NOES:** Supervisors: NONE

**ABSTAIN:** Supervisors: NONE



Chair, Board of Supervisors

**ATTEST:**



Clerk of the Board of Supervisors

## **RESOLUTION NO. 20 -**

### **A RESOLUTION ADOPTING BECKWOURTH COMMUNITY SERVICE AREA BILLING COLLECTION PROCEDURES**

**WHEREAS**, the Board of Supervisors of the County of Plumas acting as the Beckwourth County Service Area (BCSA) Governing Board, is required to adopt sewer service fees for the BCSA as required by section XIV of the Ordinance No. 73-18 and,

**WHEREAS**, Resolution 18-8303, a Resolution Revising BCSA Sewer Rates, dated January 9, 2018, establish fees based on equivalent dwelling units EDU; and,

**WHEREAS**, such sewer service fee is necessary for the financial operation of the BCSA, including the accumulation of a reserve, for foreseen and unforeseen future capital improvements; and,

**WHEREAS**, \_\_\_\_\_ written protests against the proposed billing collection procedures and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, Resolution 18-8303 does not specifically address billing collection procedures, particularly those accounts that have become in arrears.

**NOW, THEREFORE, BE IT RESOLVED** that the following billing procedure and the collection of unpaid fees be established for all public, private, residential, commercial and industrial properties within the BCSA including service provided within the sphere of influence:

#### **Section 1.1 Definitions and Terms**

The following definitions and terms are applicable only to the administration of matters pertinent to the BCSA.

*Account Holder* refers to the person, or company, whose name is on a billing statement.

*Arrear(s)* is money that is owed and should have been paid earlier.

*Billing Cycle* is the interval of time from the end of one billing statement date to the next billing statement date for sewer services provided on a recurring basis. Billing cycle is from the 25<sup>th</sup> to the 25<sup>th</sup> of each next month.

*Billing Statement* is a monthly report issued to an account holder showing their monthly minimum payment due and other key information. Billing statements are issued monthly at the end of each billing cycle.

*Past Due* is a payment on an account that has not been received by District staff as of its due date.

#### **Section 2.1 Description of Services and Billing Procedures**



Services for improved lots are comprised of sewer services. All charges and rates for sewer service are based on annual fees, set forth in BCSA Resolution 18-8303, as may be amended, and are billed on the 25<sup>th</sup> of each month by the District. Billing Statements will be sent out each month on the 25<sup>th</sup>. The obligation may be prepaid (annually, semi-annually, or quarterly) at the option of the property owner.

Payment is due within 30 calendar days from the date of the Billing Statement. If no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. The District shall forward a Statement and Past Due Notice to the account holder and the property owner whose name(s) is listed on the Plumas County Tax Record. Failure to pay any portion of the invoice will be considered as a default on the account and Basic Penalties shall be implemented.

No sewer standby fee is currently in place for unimproved (vacant) lots.

In the case of rental property, the property owner name(s) is listed on Plumas County Tax Records is considered the party responsible for payment of all service fees.

### **Section 3.1 Basic Penalties**

The Manager of the BCSA is responsible for issuing the following:

Late Fee(s): Pursuant to the provisions of Government Code Section 61115(a)(3)(c), if no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued, including a late charge of 10% (of the monthly bill) on the Billing Statement. If no payment is received within 30 calendar days of the first Past Due Notice, a second Past Due Notice including a late charge of 1% (of the monthly bill) will be applied to Billing Statement. This will continue monthly until all fees have been paid.

Past Due Notice(s): shall include information regarding the following subjects:

1. Arrangements to make payments.
2. File a complaint or request investigation regarding services or charges.
3. Request information regarding financial assistance.

Other Fees: A returned check fee of \$25.00 will be charged in the event a check is returned due to insufficient funds.

### **Section 4.1 Collection Method**

If payment (in full) is not received within one fiscal year of the first Past Due Notice, the District may employ any and all legal methods to collect outstanding debts including, but not limited to, recording certificates specifying the amount(s) due. Such recording of which constitutes a Lien, which shall include actual costs\* associated with the Lien (including recordation, release, and notary costs).

*\*These costs being "Actual Costs" cannot be estimated as they are subjective to the amount of fees calculated on the Past Due Notice(s), administrative time, and recording fees not governed by this Resolution.*

### **Section 5.1 Existing Past Due Account Holders**

Per, and on, the effective date of this Resolution, August 4, 2020, any Account Holders currently Past Due shall



be issued a "first" Past Due Notice per Section 3.1 of this Resolution.

### Section 6.1 Penalty Summary

Past Due Notice Fee(s)

(1<sup>st</sup> Month Past Due) \_\_\_\_\_ 10.00% (of monthly bill)

(2<sup>nd</sup> Month Past Due) \_\_\_\_\_ 1.00%\* (of monthly bill)

Past Due / Lien Fee(s)

(Recordation) \_\_\_\_\_ Actual Cost\*\*

(Release) \_\_\_\_\_ Actual Cost\*\*

(Notary) \_\_\_\_\_ Actual Cost\*\*

*\*Continuing monthly until all fees have been paid.*

*\*\*These costs being "Actual Costs" cannot be estimated as they are subjective to the amount of fees calculated on the Past Due Notice(s), administrative time, and recording fees not governed by this Resolution.*

### Section 7.1 Public Posting

The Clerk of the Governing Board of Beckwourth County Service Area shall certify the adoption of the Resolution and shall post or publish this Resolution as required by law.

### Section 8.1 Effective Date

This Resolution was introduced on August 4, 2020, and adopted by the Governing Board of the Beckwourth County Services Area, State of California, at a regular meeting of said Board held on August 4, 2020, by the following vote:

**AYES:**                    Governing Board Members:

**NOES:**                    Governing Board Members:

**ABSTAIN:**                Governing Board Members:

\_\_\_\_\_  
Chair, Governing Board, BCSA

**ATTEST:**

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

Approved as to form:



6/15/20

Gretchen Stuhr  
Deputy County Counsel III

**BECKWOURTH COMMUNITY SERVICE AREA**  
**c/o PLUMAS COUNTY ENGINEERING DEPARTMENT**  
 555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323  
*Robert A. Perreault, Jr., P.E.* *County Engineer and Manager, BCSA*

# NOTICE OF PUBLIC HEARING

PROPOSED BILLING PROCEDURE AND THE COLLECTION OF UNPAID FEES TO BE  
ESTABLISHED FOR ALL PUBLIC, PRIVATE, RESIDENTIAL, COMMERCIAL AND  
INDUSTRIAL PROPERTIES WITHIN THE BCSCA, INCLUDING SERVICE PROVIDED  
WITHIN THE SPHERE OF INFLUENCE

A billing procedure is being proposed by Resolution, to include late fee(s) and collection methods for said late fee(s) in accordance with provisions of Government Code Section 61115(a)(3)(c), if no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. Said proposed billing procedure will include a 10% Past Due fee (first month Past Due), a 1% Past Due fee (second month Past Due), a returned check fee of \$25, and lien fees (if payment is received within one fiscal year of first Past Due Notice).

**Pursuant to this Notice, the Governing Board of the Beckwourth County Services Area will conduct a Public Hearing, regarding a proposed billing procedure, including late fee(s) and collection methods for said late fee(s), on August 4, 2020, beginning at 10:00 AM, in the Board of Supervisors Meeting Room, located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.**

The following information is pertinent:

Services for improved lots within BCSA are comprised of sewer services. All charges and rates for sewer service are based on annual fees, set forth in BCSA Resolution 18-8303, as may be amended, and are billed on the 25<sup>th</sup> of each month by the District. Billing Statements will be sent out each month on the 25<sup>th</sup>. The obligation may be prepaid (annually, semi-annually, or quarterly) at the option of the property owner.

Payment is due within 30 calendar days from the date of the Billing Statement. If no payment is received within 30 calendar days, the account will be considered Past Due, at which time a Statement and Past Due Notice shall be issued. The District shall forward a Statement and Past Due Notice to the account holder and the property owner whose name(s) is listed on the Plumas County Tax Record. Failure to pay any portion of the invoice will be considered as a default on the account and Basic Penalties shall be implemented.

**Rate Protest Procedure:**

Customers within BCSA wishing to protest the proposed billing procedure, including proposed late fees and collection methods, must do so in writing. Letters may be mailed to the Beckwourth County Services Area office at: 555 Main Street, Quincy, CA 95971 or written protests may be submitted in person at the August 4, 2020, Public Hearing. All written protests must be received prior to the start of the Public Hearing.

All protests must include the following minimum information;

- The BCSA customer's signature and date;
- The BCSA customer's name, printed or typed, under the signature;
- The address, or assessor parcel number, of the property within the BCSA;
- A written, printed or typed, statement that the author of the protest letter is the BCSA customer;
- A written, printed or typed, statement that the letter constitutes a protest of the proposed billing procedure.

If the County receives written protests from a majority of BCSA customers, it cannot adopt the proposed billing procedure, including proposed late fees and collection methods.

In the event that a majority protest does not occur, following the Public Hearing, the Governing Board of the Beckwourth County Services Area may vote to adopt the proposed billing procedure, including proposed late fees and collection methods.

Adoption of the proposed billing procedure may not occur at the scheduled Public Hearing if time is needed to verify and county the letters of protest.

If adopted by the Governing Board of the Beckwourth County Services Area on the date of the Public Hearing, August 4, 2020, the effective date of the proposed Resolution will be effective upon the same date as the Public Hearing, August 4, 2020.



Robert A Perreault, Jr.  
Manager of BCSA  
Director of Public Works  
Plumas County

JUNE 11, 2020

date





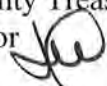
Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: pctlc@countyofplumas.com  
(530) 283 -6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283 - 6259

**DATE:** July 14, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections  
Administrator 

**SUBJECT:** Rescind Sale of Tax Defaulted Property, Revenue & Taxation Code 3731(b)  
**Public Hearing, August 4<sup>th</sup>, 2020 10:15 A.M.**

**Action Required:** Authorize the Tax Collector to Rescind Sale of Tax Defaulted Property  
Assessor's Parcel #125-331-008-000

**Background and Discussion:** Pursuant to Revenue and Taxation Code 3731, if a property should not have been sold at a tax default property auction, the Board of Supervisors can rescind the sale. The rescission is requested because the structural valuations on the above referenced parcel are not correct. The parcel was sold at auction as unimproved land when in fact there are structural improvements on the parcel. The Plumas County Assessor's office verified that several years ago an appraiser inadvertently added the improvements to the neighboring parcel #125-331-009-000.

Parcel #125-331-008-000 was sold at public auction to Zephyr Properties, LLC, C/O Arun Jamwal, Manager/CEO. When Mr. Jamwal came to the property he discovered there was a possible error with the property line and/or improvements.

The written approval of County Counsel was obtained for rescission on April 17<sup>th</sup>, 2020. The written approval of the purchaser at auction must be obtained before the Board can consider rescission per R & T Code 3731. I did not receive written approval from Zephyr Properties, LLC, therefore I am proceeding with request for rescission through public hearing, R & T Code 3731 (b), which states a public hearing is to be scheduled and the purchaser at auction notified. Mr. Jamwal was notified of the hearing, through email Mr. Jamwal indicated he will not be attending the hearing because of COVID-19 but requested his comments be addressed. The following comments were provided:

- 1.) I am willing to pay the additional property taxes after taking into consideration the structural improvements on the parcel.

*Response: At this time, there are no additional taxes to be paid on the above parcel. The structural value remains on parcel #125-331-009-000, which Mr. McBride has been paying, until final rescission of sale is complete. If the Board of Supervisors grants rescission, then the Assessor and Tax Collector will work together to resolve the error.*

2.) I would like to be notified of the new auction date for my parcel so that I can participate again in the auction.

*Response: The next auction has not been schedule and it is my intention to withdraw this property until both properties are accurately represented. Tax Default property auctions are public information and I invite Mr. Jamwal to keep in contact with the Plumas County Tax Collector's office and/or website for information on future tax auctions.*

The attached information is the memo submitted to County Counsel for approval and gives detail of the transactions leading to the rescission request.

Thank you.

**White, Julie**

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**From:** White, Julie  
**Sent:** Monday, April 20, 2020 1:03 PM  
**To:** Stuhr, Gretchen  
**Subject:** RE: Rescission of Tax Sale Zephyr Properties, Log No. 20-146

Thank you Gretchen,

Mr. Jamwal signed his certified notice but has not returned his consent for rescission. I will move forward with the rescission at this point.

Thank you.

Julie J. White  
Plumas County Treasurer-Tax Collector  
P.O. Box 176  
Quincy, CA 95971  
(530) 283-6440

**From:** Stuhr, Gretchen <GretchenStuhr@countyofplumas.com>  
**Sent:** Friday, April 17, 2020 4:02 PM  
**To:** White, Julie <JulieWhite@countyofplumas.com>  
**Subject:** Rescission of Tax Sale Zephyr Properties, Log No. 20-146

Good Afternoon Julie,

I have reviewed the request and all attached documentation and the County Counsel's Office consents to the rescission of the tax sale for APN #125-331-008-000 to Zephyr Properties LLC. I did not a letter requesting Arun Jamwal to return a signature showing Zephyr was in agreement by April 15 and was wondering if that was received or if you will move forward under Rev & Tax Code section 3731 (b). Thanks.

Gretchen

Gretchen Stuhr  
Deputy County Counsel  
520 Main Street  
Quincy, CA 95971  
(530) 283-6240

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information protected by the attorney-client privilege, the attorney work product doctrine or other applicable privileges or confidentiality laws or regulations. If you are not an intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of this message and any attachments. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

## White, Julie

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**From:** White, Julie  
**Sent:** Friday, June 5, 2020 12:13 PM  
**To:** 'Info Inquiry'  
**Subject:** RE: Plumas County Tax Sale Purchase

Good morning Mr. Jamwal,

On April 20<sup>th</sup>, I sent a letter notifying you of the public hearing requesting rescission of tax sale. This hearing has been postponed. I will be sending a new certified letter for Notice of Hearing next week.

With regard to your request for evidence of the improvements being on the neighboring parcel, I will be working with the assessor in the near future to obtain a letter of evidence for you.

When the new hearing is scheduled, I will add any comments or requests that you wish. I will address the fact that you are willing to pay the additional property taxes including the improvements. I will also address the new auction date if the Board does approve the rescission. If the rescission is approved, a deed will be recorded deeding the property back to DRO IP LTD, they will have the right of redemption (right to pay the taxes) up until the date of the next tax sale. The Tax Collector sets the dates of the tax sales and there is not a sale scheduled at this time.

I appreciate your communication, my direct contact is below and the best email to contact me is the [juliewhite@countyofplumas.com](mailto:juliewhite@countyofplumas.com).

If you have further comments/concerns, please let me know.

Thank you.

Julie A. White  
Plumas County Treasurer-Tax Collector  
P.O. Box 176  
Colusa, CA 95971  
(916) 255-6410

**From:** Info Inquiry <info@hlogi.com>  
**Sent:** Friday, June 5, 2020 10:36 AM  
**To:** White, Julie <JulieWhite@countyofplumas.com>; PCTTC <pcttc@countyofplumas.com>  
**Subject:** Re: Plumas County Tax Sale Purchase

REF Parcel #125-331-008  
Address: 76427 Highway 70, Portola, CA

Dear Ms. Julie A. White,  
Your letter dated March 23, 2020 mentioned that the improvements on my parcel have been assessed on the neighboring parcel for several years. Kindly provide evidence of that.

In response to your letter dated April 20, 2020, I would like to enter the following requests for the hearing on rescission of tax sale dated August 5th, 2019:

→ 1. I am willing to pay the additional property taxes after taking into consideration the structural improvements on parcel

2. If the supervisors approve the rescission request, I would like to be notified of the new auction date for my parcel so that I can participate again in the auction

Due to COVID-19, I am unable to participate physically in the hearing on June 9th, 2020.

Best regards,  
Arun Jamwal  
Zephyr Properties LLC  
Cell: 925-609-4008

On Tue, Feb 4, 2020 at 3:40 PM White, Julie <[JulieWhite@countyofplumas.com](mailto:JulieWhite@countyofplumas.com)> wrote:

Good afternoon Arun,

In August, 2019, Zephyr Properties LLC purchased parcel #125-331-008, 76427 Highway 70, Portola. It has come to my attention that there may be a problem with the description of what was offered at tax default auction. The County is researching our documents and determining a resolution. Our intentions are to view the property and documents within the next few days. I respectfully request any questions/concerns you may have regarding the property and structures be directed to me and not Mr. McBride, the neighbor.

Thank you and I will email you as soon as there is a determination.

Julie L. White  
Plumas County Treasurer-Tax Collector  
P.O. Box 170  
Quincy, CA 95971  
(530) 281-6110





OFFICE OF THE

# COUNTY COUNSEL

COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301  
Quincy, California 95971-9115

Phone: (530) 283-6240  
Fax: (530) 283-6116

## REQUEST FOR COUNTY COUNSEL SERVICES

Resubmittal (check one): ☐ Yes ☒ No

Date: 02/06/2020

If Yes: County Counsel Log No. \_\_\_\_\_

Department: Tax Collector

Phone: 283-6410

Name: Julie A. White

Email: juliewhite@countyofplumas.ca

PURPOSE OF SUBMITTAL (check one below):

- ☐ Contract Review (*Complete Part A*)  
☐ Other Review (grant, RFP, etc.)  
☐ Draft Legal Document(s)  
☐ Claim/Litigation

- ☒ Request for Legal Opinion  
☐ Public Records Request  
☐ Response to Subpoena  
☐ Other (please describe below)  
\_\_\_\_\_

Deadline for Request/Review: 04/15/2020

(Standard response time is ten days)

### **PART A: FOR CONTRACTS ONLY:**

1. Name of Counterparty/Vendor: \_\_\_\_\_
2. Business Form of Counterparty/Vendor (check one below):  

<input type="checkbox"/> Individual	<input type="checkbox"/> Government Entity
<input type="checkbox"/> General Partnership (GP)	<input type="checkbox"/> Limited Partnership (LP or LLP)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company (LLC)

State of Incorporation: \_\_\_\_\_ State of Formation: \_\_\_\_\_
3. Term of Contract: \_\_\_\_\_  
If longer than one (1) year, please explain why: \_\_\_\_\_
4. Purpose of Contract: \_\_\_\_\_

### **PART B: FOR NON-CONTRACT SUBMISSIONS:**

Please summarize your request (attach memo if needed):

Please review and approve the request to rescind a property sold at tax default property auction, per R & T Code 3731, Counsel has to approve before requesting BOS approval. #125-331-008-000 Zephyr Properties LLC

### **County Counsel Use Only:**

Log No.: \_\_\_\_\_

Attorney Assigned: \_\_\_\_\_

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

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



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pcttc@countyofplumas.com](mailto:pcttc@countyofplumas.com)  
(530) 283 -6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283 - 6259

DATE: March 30, 2020

TO: Craig Settlemire,  
Plumas County Counsel

FROM: Julie A. White   
Plumas County Treasurer-Tax Collector

SUBJECT: Rescission of Tax Deed to Purchaser at Tax Default Property Auction  
Incorrect Structural Value, Assessor's Parcel No. 125-331-008-000

Pursuant to Revenue and Taxation Code 3691 (Exhibit "A"), the Tax Collector shall have the power to sell properties that are 5 years or more tax default. In order to sell the properties a Notice of Power to Sell Tax-Defaulted Property shall be recorded in the county Recorder's office. If the taxes are not paid at 5:00 p.m. the night before the sale, the property will be sold at public auction.

The above referenced parcel became Subject to Sale July 1<sup>st</sup>, 2018 and the Power to Sell recorded August 13<sup>th</sup>, 2018 as Document No. 2018-0004155 (Exhibit "B"). The parcel was approved for sale by the Board of Supervisors for the August 2<sup>nd</sup> – 5<sup>th</sup>, 2019 sale on May 21, 2019. At the August, 2019 sale, the parcel sold to Zephyr Properties, LLC. The Tax Deed to Purchaser of Tax-Defaulted Property was recorded November 4<sup>th</sup>, 2019 as Document No. 2019-0005731 (Exhibit "C"). An amended Deed to Purchaser was recorded January 17<sup>th</sup>, 2020 as Document #2020-0000232 to correct the "last assessed owner" (Exhibit "D").

I respectfully request that you provide written consent to rescind the sale to Zephyr Properties, LLC. The assessed valuation information provided by the Assessor's office and entered into the Megabyte property tax system was not correct. The assessed valuation on the tax roll indicated this parcel was bare land with no improvements. When in fact, there were improvements on the property. It is believed that several years ago when an appraiser visited the property to value a carport, the value was added to the neighbors parcel, #125-331-009-000 not #125-331-008-000. Building Permit #19933 indicates parcel #125-331-008-000 (Exhibit "E") to have the carport. There is a memo from the Plumas County Assessor's office attached (Exhibit "F") that outlines the events of this appraisal.

This was brought to the Counties attention when the purchaser at sale, Zephyr Properties LLC, contacted the neighbor, Mark McBride. Mr. McBride call the Tax Collector's office and Supervisor Engel and upon researching the County found the error.

The sale can be rescinded by the Board of Supervisors with the written consent of County Counsel and the purchaser of the property, Revenue and Taxation 3731 (Exhibit "G"). I have sent a certified letter to Arun Jamwal, Manager/CEO of Zephyr Properties LLC requesting his written permission to rescind the sale (Exhibit "H"), which he signed for the certified notice. If he does not submit his permission then my intent is to pursue rescission through R & T Code 3731 (b).

Thank you for your time.

State of California

REVENUE AND TAXATION CODE

Section 3691

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3691. (a) (1) (A) Five years or more, or three years or more in the case of nonresidential commercial property, after the property has become tax defaulted, the tax collector shall have the power to sell and shall attempt to sell in accordance with Section 3692 all or any portion of tax-defaulted property that has not been redeemed, without regard to the boundaries of the parcels, as provided in this chapter, unless by other provisions of law the property is not subject to sale. Any person, regardless of any prior or existing lien on, claim to, or interest in, the property, may purchase at the sale. In the case of tax-defaulted property that has been damaged by a disaster in an area declared to be a disaster area by local, state, or federal officials and whose damage has not been substantially repaired, the five-year period set forth in this subdivision shall be tolled until five years have elapsed from the date the damage to the property was incurred.

(B) A county may elect, by an ordinance or resolution adopted by a majority vote of its entire governing body, to adopt conditions and procedures for the delay of sale of properties as described in subparagraph (A) that it finds may be eligible to file a property tax postponement claim with the State Controller prior to January 1, 2017, and may cancel any delinquent penalties, costs, fees, and interest associated with these properties.

(C) A county may elect, by an ordinance or resolution adopted by a majority vote of its entire governing body, to have the five-year time period described in subparagraph (A) apply to tax-defaulted nonresidential commercial property.

(D) For purposes of this subdivision, "nonresidential commercial property" means all property except the following:

(i) A constructed single-family or multifamily unit that is intended to be used primarily as a permanent residence, is used primarily as a permanent residence, or that is zoned as a residence, and the land on which that unit is constructed.

(ii) Real property that is used and zoned for producing commercial agricultural commodities.

(2) When a part of a tax-defaulted parcel is sold, the balance continues subject to redemption and shall be separately valued for the purpose of redemption in the manner provided by Chapter 2 (commencing with Section 4131) of Part 7.

(3) (A) The tax collector shall provide notice of an intended sale under this subdivision in the manner prescribed by Sections 3704 and 3704.5 and any other applicable statute. If the intended sale is of nonresidential commercial property that has been tax-defaulted for fewer than five years, all of the following apply:

(i) On or before the notice date, the tax collector shall also mail, in the manner specified in paragraph (1) of subdivision (c) of Section 2924b of the Civil Code, notice containing any information contained in the publication required under Sections 3704 and 3704.5 to, as applicable, all of the following:

(I) The parties specified in paragraph (2) of subdivision (c) of Section 2924b of the Civil Code.

(II) Each taxing agency specified in paragraph (3) of subdivision (c) of Section 2924b of the Civil Code.

(III) Any beneficiary of a deed of trust or a mortgagee of any mortgage recorded against the nonresidential commercial property, and any assignee or vendee of these beneficiaries or mortgagees.

(ii) For purposes of this paragraph:

(I) "Notice date" means a date not less than 45 days nor more than 120 days before an intended sale or not less than 45 days nor more than 120 days before the date upon which the property may be sold.

(II) "Recording date of the notice of default" as used in subdivision (c) of Section 2924b of the Civil Code means a date that is 30 days before the notice date.

(III) "Deed of trust or mortgage being foreclosed" as used in subdivision (c) of Section 2924b of the Civil Code means the defaulted tax lien.

(B) If the property subject to the notice required by this paragraph is the subject of a bankruptcy proceeding, the notice shall constitute a "notice of tax deficiency" pursuant to Section 362(b)(9)(B) of Title 11 of the United States Code.

(b) (1) (A) Three years or more after the property has become tax defaulted and a request has been made by a city, county, city and county, or nonprofit organization pursuant to Section 3692.4, or a request has been made by a person or entity that has recorded a nuisance abatement lien on that property, to offer that property at the next scheduled tax sale, the tax collector shall have the power to sell and may sell all or any portion of tax-defaulted property that has not been redeemed, without regard to the boundaries of parcels, as provided in this chapter at the next scheduled tax sale, unless by other provisions of law the property is not subject to sale. Any person, regardless of any prior or existing lien on, claim to, or interest in, the property, may purchase at the sale.

(B) When a part of a tax-defaulted parcel is sold, the balance continues subject to redemption and shall be separately valued for the purpose of redemption in the manner provided by Chapter 2 (commencing with Section 4131) of Part 7.

(2) Before the tax collector sells vacant residential developed property pursuant to this subdivision, actual notice, by certified mail, shall be provided to the property owner, if the property owner's identity can be determined from the county assessor's or county recorder's records. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice.

(3) Before the tax collector sells vacant residential developed property pursuant to this subdivision, notice of the sale shall be given in the manner specified by Section 3704.7.

(c) The amendments made to this section by the act adding this subdivision apply to property that becomes tax defaulted on or after January 1, 2005.

(Amended by Stats. 2018, Ch. 119, Sec. 2. (SB 1506) Effective January 1, 2019.)

Exhibit "B"

Recording Requested By:  
Julie White  
Treasurer-Tax Collector



2018-0004155

Recorded  
Official Records  
County of  
Plumas  
KATHY WILLIAMS  
Clerk-Recorder

REC FEE

0.00

JH  
Page 1 of 1

03:35PM 13-Aug-2018

When Recorded Return To:  
Julie White  
Treasurer-Tax Collector  
P O Box 176  
Quincy, CA 95971

## NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY

(Rev. & Tax. Code, 3691(a)(1)(B), 3691.1-3691.2)

Which, pursuant to law was declared to be tax-defaulted on **July 1, 2013**  
for the nonpayment of delinquent taxes in the amount of **\$597.94**  
for the fiscal year 2012 - 2013, Default Number: **DEF-130-000-367**

Notice is hereby given by the Tax Collector of **PLUMAS COUNTY**  
that, pursuant to Revenue and Taxation Code Section 3691, (1) five or more years have elapsed since the duly assessed and legally levied taxes on the property described herein were declared in default; (2) the property is subject to sale for nonpayment of taxes; and (3) the property will be sold unless the amount required to redeem the property is paid to the Tax Collector of said County before sale. The real property subject to this notice is assessed to:

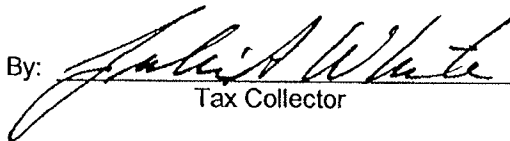
**DRO IP LTD**

and is situated in said County, State of California, described as follows: **125-331-008-000**  
(Assessor's Parcel No.)

**BEING LOT 36 OF PARKSIDE TERRACE SUBDIVISION, UNIT NO. 1, AS SHOWN ON THE MAP OF SAID SUBDIVISION FILED IN THE OFFICE OF THE RECORDER OF SAID PLUMAS COUNTY IN BOOK 2 OF MAPS AT PAGE 31, AND THAT PORTION OF LOTS 3 AND 4 OF SAID SUBDIVISION LYING WESTERLY OF THE SOUTHERLY PROJECTION OF THE EASTERLY LINE AT SAID LOT 36, AND NORTHERLY OF THE NORTH LINE OF STATE HIGHWAY 70 AS DESCRIBED IN DEED TO GERALD A. KNOX AND BONNIE L. KNOX, RECORDED IN VOLUME 175 OF PLUMAS COUNTY OFFICIAL RECORDS AT PAGE 1193.**

Executed on: August 13, 2018

By:

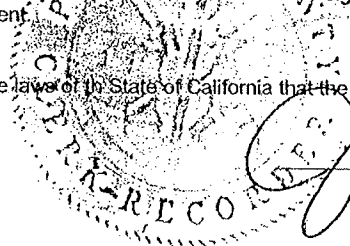
  
Tax Collector

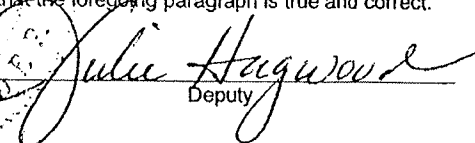
State of California, County of Plumas

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On August 13, 2018, before me, **JULIE HAGWOOD**, personally appeared **Julie White** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on whose behalf the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



  
Deputy

Recorded at the Request of:  
Julie A. White  
Plumas County Treasurer-Tax Collector  
P.O. Box 176  
Quincy, CA 95971

**When Recorded Return To:**  
Zephyr Properties, LLC  
C/O Arun Jamwal  
220 S. Livermore Ave., #2126  
Livermore, CA 94551



2019-0005731

Recorded  
Official Records  
County of  
Plumas  
KATHY WILLIAMS  
Clerk-Recorder

REC FEE 15.00  
TAX 10.45

02:20PM 04-Nov-2019

JH  
Page 1 of 1

**Mail Tax Statements As Above**

**HOUSING TAX EXEMPT**

**TAX PAID**

Doc. Trans. Tax - computed on full value of property conveyed \$10.45

Signature of Declarant

**TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

On which the legally levied taxes were a lien for fiscal year 2012 - 2013

and for nonpayment were duly declared to be in default. DEF-130-000-367, Default Number

This deed, between the **Tax Collector of Plumas County (Seller)** and **Zephyr Properties, LLC, (Purchaser)**, free of all encumbrances, except those referred to in Section 3712 of the Revenue and Taxation Code, the real property described herein which the Seller sold to the Purchaser at public auction held on **August 2<sup>nd</sup> - 5<sup>th</sup>, 2019**, pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of **\$9,322.00, Nine thousand three hundred twenty two dollars and no cents.**


**NO taxing agency objected to the sale.**

In accordance with law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to **Charles L. Harer, Estate of**, and described as follows:

**125-331-008-000**, Assessor's Parcel Number

**BEING LOT 36 OF PARKSIDE TERRACE SUBDIVISION. UNIT NO. 1, AS SHOWN ON THE MAP OF SAID SUBDIVISION FILED IN THE OFFICE OF THE RECORDER OF SAID PLUMAS COUNTY IN BOOK 2 OF MAPS AT PAGE 31, AND THAT PORTION OF LOTS 3 AND 4 OF SAID SUBDIVISION LYING WESTERLY OF THE SOUTHERLY PROJECTION OF THE EASTERLY LINE AT SAID LOT 36, AND NORTHERLY OF THE NORTH LINE OF STATE HIGHWAY 70 AS DESCRIBED IN DEED TO GERALD A. KNOX AND BONNIE L. KNOX, RECORDED IN VOLUME 175 OF PLUMAS COUNTY OFFICIAL RECORDS AT PAGE 1193.**

STATE OF CALIFORNIA, PLUMAS COUNTY,

Executed on October 30, 2019, by:   
Julie A. White, Plumas County Tax Collector

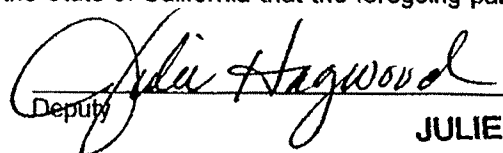
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On, October 30, 2019, before me, Kathleen Williams, personally appeared Julie A. White, Plumas County Treasurer-Tax Collector, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that be her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

County Clerk



  
Deputy  
**JULIE HAGWOOD**



Recorded at the Request of:  
Julie A. White  
Plumas County Treasurer-Tax Collector  
P.O. Box 176  
Quincy, CA 95971

**When Recorded Return To:**  
Zephyr Properties, LLC  
C/O Arun Jamwal  
220 S. Livermore Ave., #2126  
Livermore, CA 94551



2020-0000232

Recorded  
Official Records  
County of  
Plumas  
KATHY WILLIAMS  
Clerk-Recorder

REC FEE


0.00

11:37AM 17-Jan-2020

KC  
Page 1 of 1

**Mail Tax Statements As Above**

Doc. Trans. Tax - computed on full value of property conveyed \$10.45  
No Fee Per G.C. 6103

  
Signature of Declarant

**AMENDING LAST ASSESSED OWNER, DOC. #2019-0005731, NOVEMBER 4, 2019  
TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

On which the legally levied taxes were a lien for fiscal year 2012 - 2013

and for nonpayment were duly declared to be in default. DEF-130-000-367, Default Number

This deed, between the **Tax Collector of Plumas County (Seller)** and **Zephyr Properties, LLC, (Purchaser)**, free of all encumbrances, except those referred to in Section 3712 of the Revenue and Taxation Code, the real property described herein which the Seller sold to the Purchaser at public auction held on **August 2<sup>nd</sup> - 5<sup>th</sup>, 2019**, pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of **\$9,322.00, Nine thousand three hundred twenty two dollars and no cents.**


**NO taxing agency objected to the sale.**

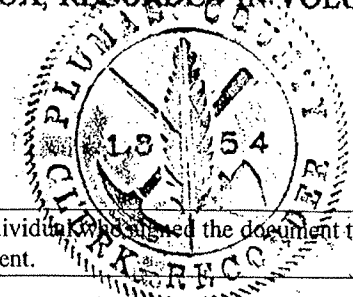
In accordance with law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, **last assessed to DRO IP LTD.**, and described as follows:

**125-331-008-000, Assessor's Parcel Number**

**BEING LOT 36 OF PARKSIDE TERRACE SUBDIVISION. UNIT NO. 1, AS SHOWN ON THE MAP OF SAID SUBDIVISION FILED IN THE OFFICE OF THE RECORDER OF SAID PLUMAS COUNTY IN BOOK 2 OF MAPS AT PAGE 31, AND THAT PORTION OF LOTS 3 AND 4 OF SAID SUBDIVISION LYING WESTERLY OF THE SOUTHERLY PROJECTION OF THE EASTERLY LINE AT SAID LOT 36, AND NORTHERLY OF THE NORTH LINE OF STATE HIGHWAY 70 AS DESCRIBED IN DEED TO GERALD A. KNOX AND BONNIE L. KNOX, RECORDED IN VOLUME 175 OF PLUMAS COUNTY OFFICIAL RECORDS AT PAGE 1193.**

STATE OF CALIFORNIA, PLUMAS COUNTY,

Executed on January 16, 2020, by:   
Julie A. White, Plumas County Tax Collector



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On, January 16, 2020, before me, Kathleen Williams, personally appeared Julie A. White, Plumas County Treasurer-Tax Collector, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that be her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

\_\_\_\_\_  
County Clerk

  
Deputy

State of California

REVENUE AND TAXATION CODE

Section 3731

---

3731. (a) When a tax deed to a purchaser of property sold by the tax collector pursuant to this part is recorded and it is determined that the property should not have been sold, the sale may be rescinded by the board of supervisors with the written consent of the county legal adviser and the purchaser of the property or a successor in interest in the property, except a bona fide purchaser for value, under any of the following circumstances:

(1) The property has not been transferred or conveyed by the purchaser at the tax sale to a bona fide purchaser for value.

(2) The property has not become subject to a bona fide encumbrance for value subsequent to the recordation of the tax deed.

(b) If the written consent of the purchaser of the property or a successor in interest is not obtained pursuant to subdivision (a), the sale may be rescinded by the board of supervisors pursuant to the circumstances specified in subdivision (a), if both of the following conditions are met:

(1) Notwithstanding Section 3731.1, a hearing is scheduled before the board of supervisors.

(2) (A) A notification is provided to the purchaser of the property or a successor in interest that contains all of the following information:

(i) The date, time, and place of the hearing.

(ii) A description of the property that was sold.

(iii) The reason for rescinding the sale of the property.

(iv) A statement that a refund will be issued to the purchaser of the property or the successor in interest, if applicable, for the purchase amount of the property plus interest at the county pool apportioned rate as specified in Section 5151 from the date of the purchase of the property.

(B) The tax collector shall send the notice, not less than 45 days prior to the date of the hearing, to the purchaser of the property or a successor in interest by certified mail with return receipt requested. The notice shall be sent to the last known mailing address of the purchaser of the property or a successor in interest.

(c) When the sale of tax-defaulted property is rescinded pursuant to this section, the purchaser or a successor in interest is entitled to a refund of the amount paid as the purchase price plus interest at the county pool apportioned rate as specified in Section 5151 from the date of the purchase of the property after rescission of the tax deed is recorded.

(d) The rescission shall be executed by the county tax collector and, if rescinded pursuant to subdivision (a), also by the purchaser or a successor in interest. The

signature of both the county tax collector and the purchaser or a successor in interest shall be acknowledged by the county clerk, without charge, and the county tax collector shall then record the rescission with the county recorder, without charge. When the rescission is recorded, the tax deed becomes null and void as though never issued and all provisions of law relating to tax-defaulted property shall apply to the property.

(e) The holder of a tax certificate who received all or any part of the amount paid by the purchaser or a successor in interest shall not be obligated to make any refund or repayment of any amount to the purchaser, the delinquent taxpayer, the county, or any other person. The tax collector may use amounts on deposit in the Tax Certificate Redemption Fund to make the refund, but only to the extent those amounts were paid to the holder of the applicable tax certificate.

(f) Subdivision (b) shall apply to sales that are completed on or after January 1, 2010.

(g) A proceeding may be commenced in a court pursuant to Section 3725 only if the person commencing the proceeding first petitions the board of supervisors to rescind the sale of a tax deed pursuant to this section.

(Amended by Stats. 2011, Ch. 288, Sec. 3. (AB 261) Effective January 1, 2012.)

March 23, 2020

Zephyr Properties, LLC  
C/O Arun Jamwal  
220 S. Livermore Ave., #2126  
Livermore, CA 94551

RE: Tax Deed to Purchaser of Tax Defaulted Property at Public Auction  
Plumas County Tax Sale, August, 2<sup>nd</sup>-5<sup>th</sup>, 2019, Document No. 2019-0005731  
Amended by Document No. 2020-0000232  
Assessor's Parcel #125-331-008-000, 76427 Hwy 70, Portola

Dear Mr. Jamwal:

Our records indicate that you purchased parcel #125-331-008-000, 76427 Hwy 70, Portola on August 5<sup>th</sup>, 2019 at the Plumas County Public Auction of Tax-Defaulted property. It has come to our attention that the information provided to the Tax Collector's office regarding the assessed valuations of land and improvements was not correct. There was a clerical error within the Assessor's office and the improvements to the above referenced parcel were not added to the property. These improvements have been assessed on the neighboring parcel for several years.

The County is taking responsibility for the error and is moving forward to request Rescission or Cancellation of a Tax Deed to Purchaser of Tax-Defaulted property. This will **cancel** the Deed to Purchaser at Sale and refund the amount paid at auction, including interest. Revenue and Taxation Code 3731 states that to rescind a sale, the consent of County Counsel and the purchaser at sale must be obtained.

I respectfully request your signature below, authorizing the Rescission of Tax-Deed to Purchaser, Document No. 2020-0000232. Please return the signed form to the Tax Collector's office by April 15<sup>th</sup>, 2020.

\_\_\_\_\_ I would like to request **RESCISSION** of the Tax Deed to Purchaser of Tax-Defaulted Property, I understand if the Board of Supervisors approves the rescission I will no longer be the assessed owner of Assessor's Parcel #125-331-008-000, 76427 Hwy 70, Portola.

\_\_\_\_\_  
Arun Jamwal, Manager/CEO  
Zephyr Properties, LLC

\_\_\_\_\_  
Date

If you have questions or concerns regarding this letter and the information provided, please do not hesitate to contact the Tax Collector at (530) 283 – 6410 or [juliewhite@countyofplumas.com](mailto:juliewhite@countyofplumas.com).

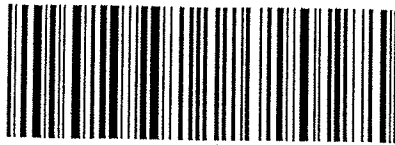
I apologize for any inconvenience this may have caused you. Thank you for your time.

Sincerely,

Julie A. White  
Plumas County Treasurer-Tax Collector

By: Kelsey Hostetter  
Assistant Plumas County Treasurer-Tax Collector

Julie A White  
Plumas County Tax Collector  
Post Office Box 176  
520 Main St # 203  
Quincy, CA 95971



9314 8699 0430 0070 2285 44

RETURN RECEIPT (ELECTRONIC)

Total Postage: \$5.75

Zephyr Properties, LLC  
C/O Arun Jamwal  
220 S. Livermore Ave., #2126  
Livermore, CA 94551

Reference Number:



March 30, 2020

Dear WALZ GROUP:

The following is in response to your request for proof of delivery on your item with the tracking number:  
9314 8699 0430 0070 2285 44.

#### Item Details

Status: Delivered  
Status Date / Time: March 26, 2020, 11:26 a.m.  
Location: LIVERMORE, CA 94551  
Postal Product: First-Class Mail®  
Extra Services: Certified Mail™  
Return Receipt Electronic  
Recipient Name: Zephyr Properties LLC C O Arun Jamwal

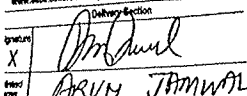
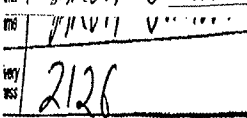
#### Shipment Details

Weight: 1.0oz

#### Destination Delivery Address

Street Address: 220 S LIVERMORE AVE UNIT 2126  
City, State ZIP Code: LIVERMORE, CA 94551-3660

#### Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

3c

ORDINANCE No. 20-

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING SECTIONS 7.1.09 OF CHAPTER 7 OF TITLE 1 OF THE PLUMAS COUNTY CODE (Airports).**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Section 7.1.09 Chapter 7 of Title 1 of the Plumas County Code is hereby amended to read as follows:

**Sec. 7.1.09 use of airport by owners and operators**

Proposed Amendment to:

**Sec. 7-1.09. - Use of airport by owners and operators.**

(note: a-g already exist, c&d have added language in red, h-u are proposed)

(a)

*Fees: Credit arrangements. Payment or satisfactory credit arrangements shall be made for storage, repairs, supplies, or services rendered at the airport before flight clearance shall be granted. All field fees which are payable to the County shall be payable at the end of each month, or at the termination of a lesser period, for which such fees are payable, and such fees shall be paid to the Auditor for deposit with the Treasurer in the respective airport fund.*

(b)

*Aircraft storage and repairs. Aircraft shall be stored and repairs shall be made in the space designated for such purpose by the Airport Manager and in such space only.*

(c)

*Disabled aircraft. Aircraft owners, and their pilots or agents, shall be responsible for the prompt removal of disabled aircraft and parts of such disabled aircraft. The Airport Manager and/or Federal authorities may delay such action pending an investigation of an accident. If an aircraft is non-airworthy or under construction, the aircraft must show significant signs of progress toward airworthiness every 90 days and a report made to the Airport Manager*

(d)

*Liability for property damages. Any and all airport property destroyed, injured, or damaged by accident or otherwise shall be paid for by the parties responsible for such destruction, injury, or damage. The hangar must be properly insured as outlined in the LESSEE'S agreement.*

(e)

*Reports of accidents. Persons involved in any accident on the airport shall make a full report thereon to the Airport Manager as soon after the accident as possible.*



(f)

*Unattended aircraft. No aircraft shall be left unattended on the airport unless such aircraft is properly secured or in a hangar. Owners of such aircraft shall be held responsible for any damages resulting from any failure to comply with the provisions of this subsection.*

(g)

*Use of aircraft, parts, instruments, and tools. No person shall take or use any aircraft, parts, instruments, or tools on the airport which are owned, controlled, or operated by any other person while such aircraft, parts, instruments, or tools are stored, housed, or otherwise left on the airport or within its hangars without the written consent of the owner or operator thereof or satisfactory evidence of the right to do so duly presented to the Airport Manager.*

(h) Stored aircraft must be airworthy

(i) Aircraft must be properly registered with the FAA, properly insured, and registered with the Plumas County Tax Assessor. Each hangar owner shall notify the Airport Manager of the aircraft stored in such hangar(s), including FAA N-number, manufacturer, year and model.

(j) Hangars are primarily used for aircraft and aeronautical equipment. Storage of recreational vehicles (i.e. boats, motorhomes, trailers or campers) will not be allowed. Storage of other items shall not impede aircraft ingress and egress. Exit path shall be clear of obstructions

(k) Building and Fire Code: Fire extinguishers are serviceable and accessible, and combustible material is stored in proper containers and not stock piled in excess and comply with all applicable fire and safety codes. Extension cords should not be used as a permanent source of wiring. Electrical junction boxes must be covered and maintained properly. Portable electric heater must be directly plugged into a permanent receptacle. Storage of non-aeronautical items does not use more than 20% floor space

(l) Are not used for non-aeronautical commercial purposes (i.e., the tenant is not conducting a non-aeronautical business, events or activities from the hangar including storing inventory)

(m) Constructing amateur-built or kit-built aircraft provided that activities are conducted safely

(n) Storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars primary use

(o) Storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to, ancillary, or incidental uses that do not affect the hangars' primary use;

(p) If the hanger or any part thereof is subleased, proper documentation and approval, including insurance documentation, of such sublease must be on file with the County as outlined in the LESSEE'S agreement.

(q) LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the leased premises without written consent of the Airport Manager. Additionally, all federal, state, and local building regulations must be complied with for any improvement or alteration to buildings or structures on the premises.

(r) LESSEE shall provide maintenance, repair and upkeep on any structures situated on the leased premises and grounds around the structures in a good, clean, sanitary and safe condition.

(s) The leased premises shall not be used for residential purposes. LESSEE shall not reside on the leased premises or any structure or hangar thereon, nor shall the LESSEE allow the leased premises or any structure or hangar thereon to be used for living or residential purposes. The determination of whether someone is living or residing on the leased premises or structure shall be made by the County at its sole and absolute discretion.

(t) All other aeronautical businesses that are not considered an aeronautical use under the current FAA Hangar Use policy, must receive advance written approval from the FAA Office of Airports prior to the signing of a lease with the County.

(u) Approved aeronautical businesses must adhere to all other applicable provisions of this policy and will be charged at the same rate as all other aeronautical use leases.

Section 2. This ordinance shall become effective thirty (30) days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncodedified.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 21st day of July, 2020, and passed and adopted on the 4th day of August 2020, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

\_\_\_\_\_  
Chairman, Board of Supervisors

**ATTEST:**

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

**POSTED:** Board of Supervisors Chamber doors

**PUBLISHED:** Mountain Messenger Newspaper

3D

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** July 21, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director 

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
AUGUST 4, 2020

**RE: ADOPT RESOLUTION TO AMEND PERSONNEL RULE 6.06 -  
LONGEVITY ADVANCEMENT LANGUAGE**

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

Adopt Resolution to amend Personnel Rule 6.06 Longevity Advancement to meet the requirements as outlined by CalPERS for incentive pay and pensionable compensation pursuant to Government Code section 7522.34 for new members under 7522.04(f).

### **BACKGROUND AND DISCUSSIONS**

Longevity Pay must meet the criteria of "pensionable compensation" for those individuals that are "new members" as defined by Government Code section 7522.04(f), so long as each of the criteria in subdivision (a) have been met. For contracting agencies, longevity pay must be reported additional compensation to employees who have been with an employer, or in a specified job classification, for a certain minimum period of time exceeding five years.

The Plumas County Personnel Rule 6.06 – Longevity Advancement currently reads:

"6.06 Longevity Advancement: Upon satisfactory performance, as evidenced by a performance evaluation, an employee's salary shall be increased five percent (5%) at the following times: upon completion of seven, ten, fourteen, eighteen and twenty-one years of full-time continuous and compensated service, measured from the date of hire".

The recommendation is to amend Plumas County Personnel Rule 6.06 – Longevity Advancement policy as follows:

#### **6.06 LONGEVITY ADVANCEMENT**

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years

of full-time continuous and compensated service, or the equivalent, measured from date of hire.

The revised language described above will replace the current language in the Personnel Rules 6.06 Longevity Advancement deleting the reference to “upon satisfactory performance” .

Language referencing longevities tied to a performance evaluation will officially be removed from the Personnel Rules to reflect all employees, including unrepresented department heads and elected officials. This language has been updated in the bargaining units MOUs for Confidential Unit, Operating Engineers Local #3 General and Mid-Management & Supervisors, Probation, and Sheriff's Employee Association to reflect all longevities will be based on years of continuous services with Plumas County and not tied to satisfactory performance evaluations.

To clarify, Longevity Advancements have never actually been a condition of a satisfactory performance evaluation. The fact that elected officials receive longevity but are never subject to a performance evaluation is an example.

Thank you for your consideration in this matter.

**ADOPT RESOLUTION TO AMEND PLUMAS COUNTY  
PERSONNEL RULE 6.06 - LONGEVITY ADVANCEMENT**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution the County Classification Plan covering all positions in the County service; and

**WHEREAS**, it is necessary to amend Personnel Rule 6.06 - Longevity Advancement to meet the requirements as outlined by CalPERS for incentive pay and pensionable compensation pursuant to Government Code section 7522.34 for new members under 7522.04(f) and to clarify Plumas County's intent and practice that Longevity Advancement is not dependent upon satisfactory performance evaluation; and

**WHEREAS**, the Human Resources Director is now requesting approval of this resolution to amend to Plumas County Personnel Rule 6.06-Longevity Advancement by removing the requirement of an employees' satisfactory performance evaluation, including unrepresented department heads and elected officials; and

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

That Plumas County Personnel Rule 6.06 --"Longevity Advancement" is amended to provide as follows:

**6.06 LONGEVITY ADVANCEMENT**

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from date of hire.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4<sup>th</sup> day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

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

# **DEPARTMENT OF INFORMATION TECHNOLOGY**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6263

Email: [GregEllingson@countyofplumas.com](mailto:GregEllingson@countyofplumas.com)



**DATE:** July 21, 2020

**TO:** The Honorable Board of Supervisors

**FROM:** Greg Ellingson, Director of Information Technology

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF AUGUST 4, 2020.

**RE: AUTHORIZE THE INFORMATION TECHNOLOGY DIRECTOR TO RECRUIT AND FILL 1.0 FTE FUNDED AND ALLOCATED SYSTEMS ANALYST I / II POSITION.**

---

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

Authorize the Information Technology Director to fill the 1.0 FTE allocated and funded Systems Analyst I / II.

## **BACKGROUND AND DISCUSSIONS**

Due to the promotion to Information Technology Director of the current Systems Analyst I / II, I am requesting approval to recruit and fill this position.

Our Systems Analyst I / II is a 1.0 FTE funded and allocated position. The Systems Analyst I / II position is a critical position for our department. For example, this position administers all county systems, databases, and networks which is critical to the continued operation of all county departments.

I have attached the Critical Staffing Questionnaire for your consideration along with our current organization chart and job descriptions for Systems Analyst I / II. At this time, I am requesting that the Board authorize Information Technology to recruit and fill the vacant 1.0 FTE allocated and funded Systems Analyst I / II position.

Thank you for your consideration.



## Systems Analyst II

## DEFINITION

Under general direction of the Information Systems Manager to develop and maintain automated computer systems for use by County departments; to be responsible for the maintenance of a variety of computer systems.; to serve as administrator for complex computer program systems; to be responsible for a variety of operating systems on County computer equipment; to serve as administrator for computer networks; and to perform related duties as required.

### Examples of Duties:

- Develops a variety of automated data processing applications and systems
- Works with users to understand information needs and develops systems to meet those needs.
- Prepares systems specifications, definitions, and documentation for new and existing applications.
- Performs complex work in the writing, debugging, and enhancement of computer programs.
- Installs and tests new computer hardware, software and operating systems.
- Performs complex work in the administration of County network, and operating system software.
- Maintain accurate records of automation related problems and solutions.
- Assist in the development of county wide computer standards and documentation.
- Perform related duties as assigned.

## QUALIFICATIONS

Knowledge of:

## Principles and procedures of computer information systems.

## Programming languages and software packages.

Computer operating systems, and network administration.

Project management, development, and coordination.

Computer networking protocols and abilities.

[illegible]

## Systems Analyst II cont.

### Ability to:

- Develop, implement , and modify automated information systems.
- Analyze user information system needs, and develop systems to meet those needs.
- Evaluate and prioritize hardware and software requests.
- Develop documentation, and user manuals.
- Perform complex systems analysis and programming assignments.
- Perform systems programming on operating systems.
- Prepare reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

### Experience and Training:

#### Experience:

Four years of experience in the field of computer programming, or systems analysis.

#### Training:

Equivalent to completion of twelfth grade and additional college courses or specialized training in computer programming, operating systems, network operations, or related fields.

Bachelors Degree is Desired



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH  
ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? *Yes, the position is allocated and funded within the 2020-2021 fiscal year budget. This position is critical the operation of all county departments and is responsible for administration of all county servers, networks, and analysis of small and large problems.*
- Why is it critical that this position be filled at this time? *This position is vital to the daily operations of Information Technology and all county departments using county systems.*
- How long has the position been vacant? *The position has been vacant since July 21<sup>st</sup>, 2020.*
- Can the department use other wages until the next budget cycle? *This position is funded and allocated for FY 2020/2021.*
- What are staffing levels at other counties for similar departments and/or positions? *Our department is lean and efficient and serve a large amount of end users across all county departments. This position is a critical part of the service that Information Technology provides to all personnel throughout the county.*
- What core function will be impacted without filling the position prior to July 1?  
*This position has a very heavy workload and has various timelines. Until this position can be filled, the three remaining staff will be required to coordinate these duties in addition to their own work load.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?  
*We would do our best to see that the County did not suffer any negative fiscal impact. However, services and response time could be delayed to county departments that have requested it due to the department being short staffed.*
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? *N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
- Does the department have a reserve? *No, Information Technology is funded entirely by the General Fund.* If yes, provide the activity of the department's reserve account for the last three years?

# Plumas County Department of Information Technology

## Organization and Duty Chart

### Director of Information Technology

*Greg Ellingson (Since July, 2020)*

#### Areas of Responsibility

- Departmental Administration
- Budget / Cost Allocation
- Accounts Payable / Claims
- Personnel / Payroll
- Operating System Support
- Application System Support
- Hardware & Software Purchasing
- Hardware Troubleshooting & Repair
- Network Wiring and Administration

### Systems Analyst II

*Vacant (Since July, 2020)*

#### Areas of Responsibility

- Operating System Administration
- Network Administration
- Data Center Administration
- Tax System Support
- Financial System Support
- H.R. System Support
- Informix Data Base Administration
- 4js 4GL Programming Development
- GIS/AutoCAD Support
- Hardware Troubleshooting & Repair
- Router & Switch Configuration
- Network Wiring

### Programmer Analyst

*Lorrie D. Bennett (Since 1986)*

#### Areas of Responsibility

- Web Page Administration & Training
- E-Mail System Administration
- Legacy Justice Systems Maintenance
- Building/Planning System Maintenance
- Assessor Boat System Maintenance
- Streaming Media Admin & Training
- Dog License System Maintenance
- Health Information System Maintenance
- End User Training & Support

### Office Automation Specialist

*Jeremiah Bridges (Since 2016)*

#### Areas of Responsibility

- Help Desk Support
- Computer Setup & Configuration
- Virus Removal & Reconfiguration
- Hardware & Software Upgrades
- Hardware & Software Inventory
- Computer Room Operations
- End User Support
- Data Center Backup & Offsite Storage
- End User Backup & Restoration
- County Web Page Training
- Email System Support
- Voicemail System Support

3F

**Date:** July 23, 2020  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Cc:** Nancy Selvage, HR Director  
**Agenda:** Item for August 4, 2020

**Recommendation:** Approve and direct Human Resources to recruit for a 1.00 FTE Licensed Vocational Nurse I/II or Registered Nurse I/II or Public Health Nurse I/II/III the following funded and allocated positions:

**Background and Discussion:** As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, some state mandated. The current vacancies have resulted in a serious shortage of available staff to meet essential services. It is critical that these positions be filled in order to meet state mandates, related health contractual agreements, fiscal stability, and services to several different vulnerable populations.

**Fiscal Impact:** There is no fiscal impact to the General Fund as both positions requested are fully funded by contracts, or contract extensions, for the 20-21 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

A copy of the Critical Staffing Request and organizational charts are attached for your review.

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

## CRITICAL STAFFING COMMITTEE REQUEST FORM

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

DATE OF REQUEST: 8/4/20

DEPARTMENT TITLE: Public Health Agency

BUDGET CODE AND BREAKDOWN FOR REQUESTED POSITION: 70560

POSITION TITLES: 1.00 FTE Public Health Nurse I/II/III or Registered Nurse I/II or Licensed Vocational Nurse I/II/

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO     

**For Committee use only**

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
Not Recommended

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

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

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

## Board Modifications

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

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

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

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

The PHN or RN I/II or LVN I/II- This position will provide clinic and program support for the nursing division.

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

All positions are budgeted and funded in the current year.

There are many technical aspects to public health vacant positions that require extensive training. We are currently experiencing a nursing staff shortage. Ongoing vacancies can cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments can result in an atmosphere of tension and anxiety if they go unfilled.

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

The negative impacts to our agency will exacerbate as the vacancies continue.

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

Not filling the positions will cost PCPHA funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to families, children, and seniors.

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

Staffing shortages in our clinic division have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- **Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?**

No.

- **Does the budget reduction plan anticipate the elimination of any of the requested positions?**

No.

- **Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?**

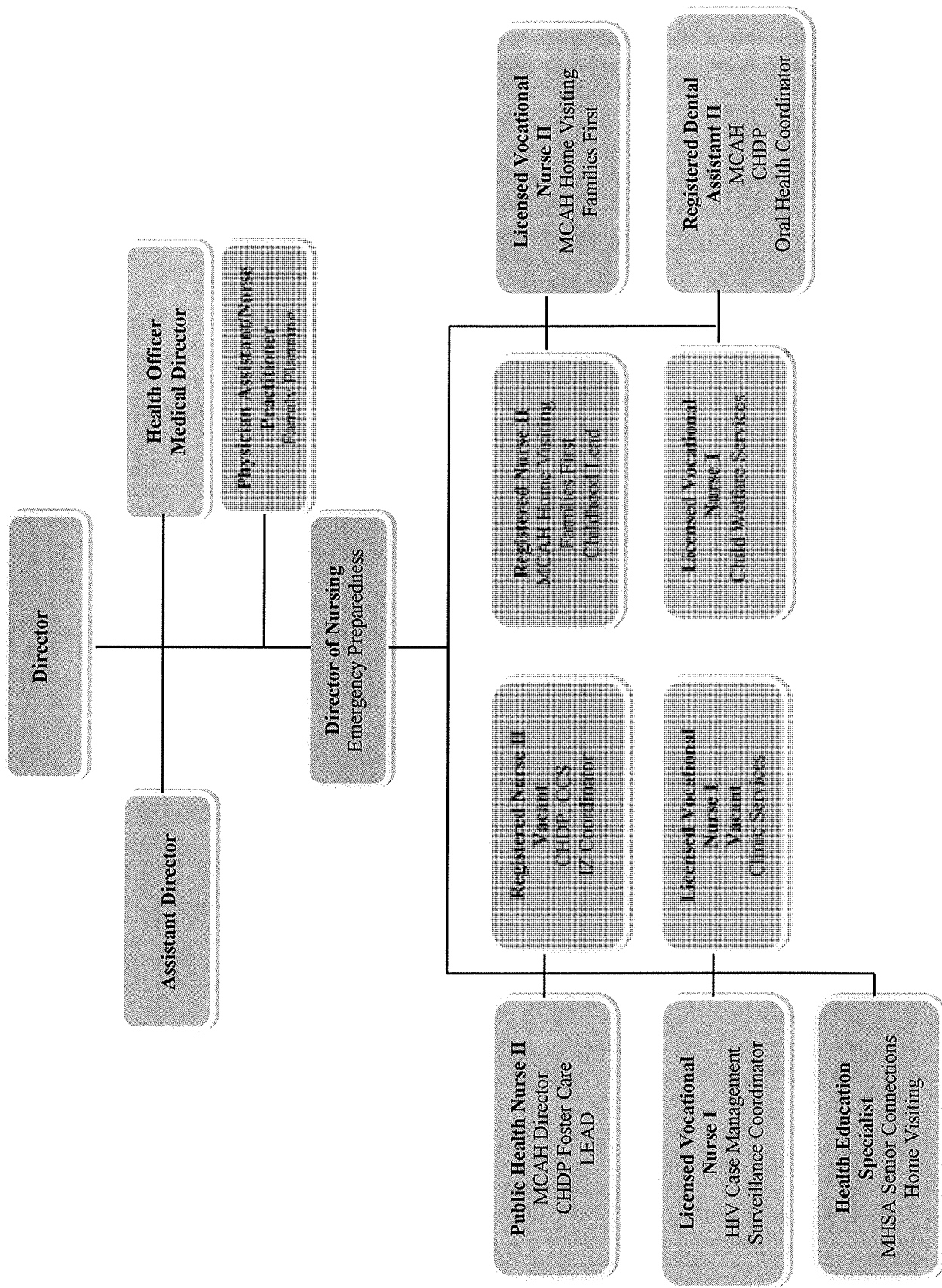
N/A. All positions requested are fully funded by contracts, or contract extensions, for the 20-21 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

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

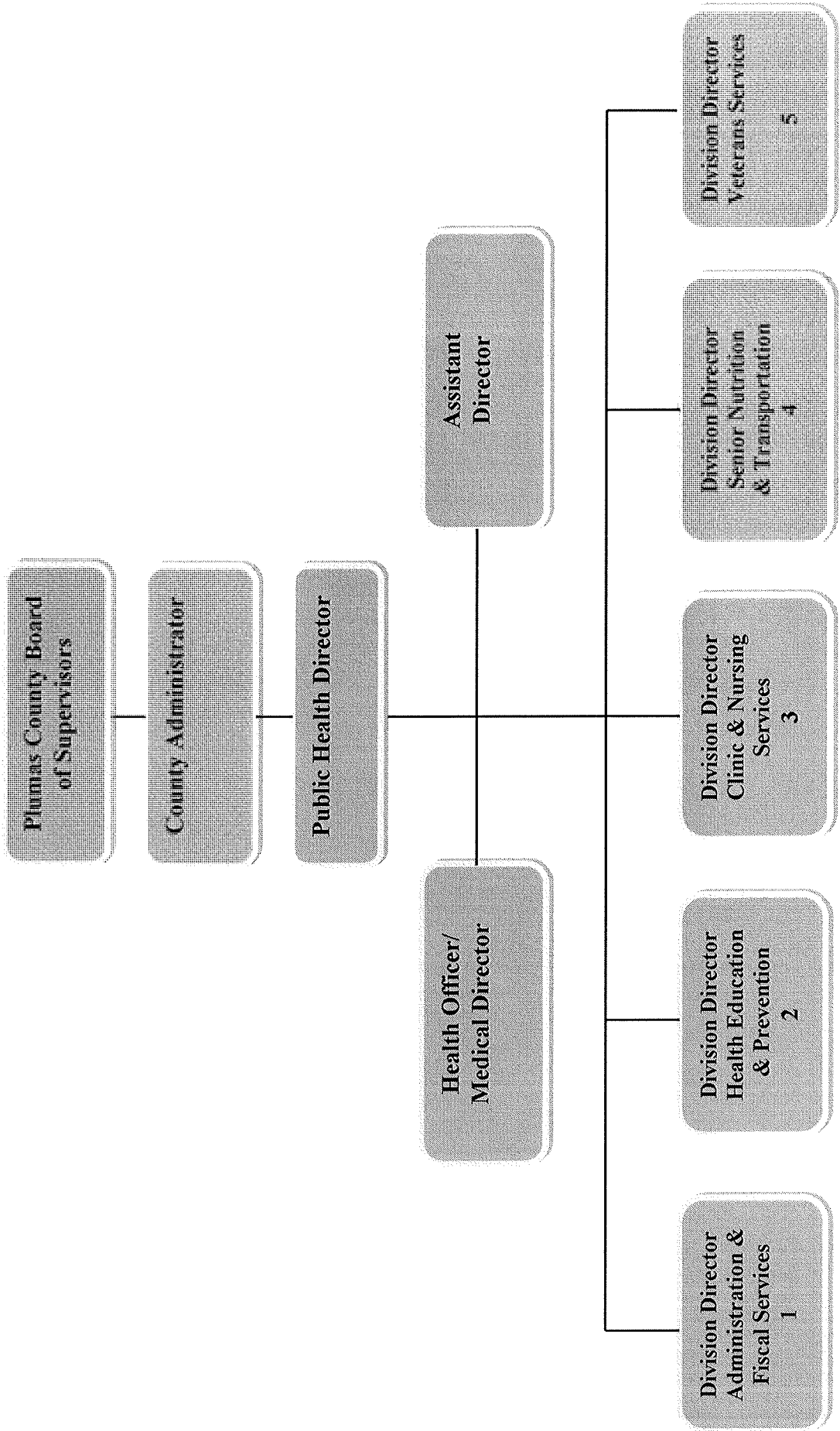
FY 16/17	Total Cash Reserves	\$568,650
FY 17/18	Total Cash Reserves	\$575,661
FY 18/19	Total Cash Reserves	\$582,102

# PLUMAS COUNTY PUBLIC HEALTH AGENCY CLINIC & NURSING SERVICES DIVISION

3



**PLUMAS COUNTY PUBLIC HEALTH AGENCY  
LEADERSHIP & MANAGEMENT**







# Plumas County Environmental Health

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**Date:** July 13, 2020  
**To:** Honorable Board of Supervisors  
**From:** Jerry Sipe  
**RE:** Notice of Retirement

Please accept this letter as official notice of my retirement as Environmental Health Director effective October 9, 2020.

While I have been looking forward to retirement with great anticipation, never did I expect writing this formal notice would be so bittersweet. It has been an honor and privilege serving the people of Plumas County for the past 32 years. It has likewise been an honor working beside so many dedicated and hardworking county employees over the years. But the time has come for me to step aside. I am committed to ensuring a smooth transition and stand ready to help the Board make this happen in any way possible.

Thanks again to the Board and the people of Plumas County for the incredible journey and opportunity!