



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF

FEBRUARY 15, 2022 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) 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 Government Code section 54953(e), 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](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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. **DISASTER RECOVERY OPERATIONS** - Gabriel Hydrick and Pamela Courtwright Report and update Dixie Fire Recovery efforts; receive report and discussion

2. **USDA FOREST FIRE MANAGEMENT** - Joe Hoffman/ Chris Carlton Monthly check in

3. **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. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd – Redding, for psychiatric services; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd – Red Bluff, for psychiatric services; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)

- B. CLERK RECORDER – Marcy DeMartile**

Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine. [View Item](#)

- C. PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Purpose Dental, LLC to provide licensed dental screenings and oral health education at County Schools, preschools, and other locations; not to exceed \$118,234.00, funded through various programs in Public Health; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Susan Haun dba Strategies by Design to provide TURP Program evaluations; not to exceed \$85,875.00, funded by the State of California for the Tobacco Use Reduction Program; approved as to form by County Counsel [View Item](#)

- D. PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Works and Coats Incorporated for automotive repair services; not to exceed \$3,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Works and Mission Linen Supply for rental of coveralls and linen; not to exceed \$5,500.00; approved as to form by County Counsel [View Item](#)

- E. SHERIFF'S OFFICE**

Approve and authorize the Chair to sign Agreement between Plumas County and RSH, Inc. Curran Tire Center, for vehicle maintenance and service; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)

- F. TREASURER – TAX COLLECTOR**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Tax Collector and Ray Morgan Company, LLC for copy machine service; not to exceed \$2,000.00; approved as to form by County Counsel. [View Item](#)

- 2) Authorize the Beckwourth Fire Protection District to withdraw funds from the County Treasury Pool and approve the recommended date of March 1, 2022 as the mutually accepted date of withdraw of the Beckwourth Fire Protection District funds; approved by the County Auditor Controller. [View Item](#)

G. PLUMAS ARTS

Adopt **RESOLUTION**, designating the Plumas County Arts Commission (also known as Plumas Arts) as the Local Cultural Planning Agency for Plumas County and Authorizing the 2022-2023 application to the California Arts Council State – Local Partnership Program [View Item](#)

4. COMMUNITY CONVERSATIONS - Jen Terhune

Public Health - accountability and transparency with the public. [View Item](#)

5. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES – Nancy Selvage

- 1) Appoint Pamela Courtwright as signatory authority for the Disaster Recovery Center; discussion and possible action
- 2) Adopt **RESOLUTION** to amend the County Resolution to amend the employer contributions rates for Department Heads and Elected Officials CalPERS Health Insurance Premiums; discussion and possible action **Roll call vote** [View Item](#)
- 3) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the Confidential Employees Association; discussion and possible action **Roll Call Vote** [View Item](#)
- 4) Introduce and waive the first reading of **ORDINANCE** amending Article 2 of Chapter 5 of Title 2 of the Plumas County Code (Salaries; Elected Officials); discussion and possible action **Roll call vote** [View Item](#)

B. PUBLIC WORKS – John Mannie

Approve and authorize the Chair to sign Design Build Entity Agreement between Plumas County and Clark/ Sullivan Broward and Arrington Watkins Architects, for the new Plumas County Correctional Facility; not to exceed \$22,382,213.00, approved as to form by County Counsel; discussion and possible action [View Item](#)

C. PUBLIC WORKS – SOLID WASTE – John Mannie

- 1) Update and consideration of a proposed rate increase of 7.29% (residential) and 7.29% (commercial) for the solid waste services related to collection fees, which shall cover door to door collection, transfer, hauling, and ultimate disposal activities (within Franchise Area #1); discussion and possible action
- 2) Adopt **RESOLUTION** establishing revised fee schedule for collection and related solid waste services for Franchise Area #1 (Operated by Feather River Disposal); discussion and possible action **Roll call vote** [View Item](#)
- 3) Update and consideration of a proposed rate increase of 2.5% at transfer stations and for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located within Franchise Area #2; as operated by franchise contractor Intermountain Disposal, Inc.; discussion and possible action
- 4) Adopt **RESOLUTION** establishing revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Area #2 (Operated by Intermountain Disposal Inc.); discussion and possible action **Roll call vote** [View Item](#)

D. SHERIFF – Todd Johns

- 1) Approve \$50,000.00 budget transfer for 2019 Homeland Security Grant – dept. 70345; Transfer from fixed asset account #542203 to fixed asset account #542200 and to service & supply account #521250; discussion and possible action **Roll call vote** [View Item](#)
- 2) Approve and authorize fixed asset purchase of six (6) mobile radios; not to exceed \$31,491.00 from the Homeland Security budget (dept. 70345); discussion and possible action

02/15/2022

E. **COUNTY ADMINISTRATOR** – Gabriel Hydrick

Presentation of FY 2022-2023 Mid-Year Budget; and authorize the acting Auditor Controller to process departmental budget transfers, and supplemental budgets for receipt of unanticipated revenue; discussion and possible action; **four/ fifths roll call vote** [View Item](#)

6. **BOARD OF SUPERVISORS**

A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on March 15, 2022 [View Item](#)

B. **PLUMAS COUNTY CHAMBERS COALITION**

Review of goals and objectives of the Coalition; and approve a request for funding of Plumas County Chambers Coalition as a part of the Mid-Year Budget analysis; discussion and / or possible direction to staff [View Item](#)

C. **APPOINTMENTS**

- 1) Appoint Rick Leonhardt District 4, and Andrea Ceresola-White District 1 to the Plumas Sierra County Fair Board; discussion and possible action
- 2) Appoint Jay Williams and Albert Bosworth to the Hamilton Branch Community Service District Board; discussion and possible action

D. Correspondence

E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Flood Control & Water Conservation District Governing Board

FLOOD CONTROL & WATER CONSERVATION DISTRICT

A. Conference with real property negotiator, Rob Thorman, Assistant Director of Public Works, regarding sale of water by the District

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

B. Public employee appointment or employment – Director of Facility Services

C. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

D. 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

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
- G. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, March 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: February 15, 2022

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign additional \$50,000.00 Amendment to original FY 2021/22 Agreement with Restpadd-Redding.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign additional \$50,000.00 Amendment to original FY 2021/22 Agreement with Restpadd-Red Bluff

BACKGROUND AND DISCUSSION:

1. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting Board approve and additional \$50,000.00 increase. The current contract is on file with the Clerk of Board of Supervisors Office. This agreement has been approved to form by County Counsel.
2. Restpadd-Red Bluff is a psychiatric health facility, serving adolescents experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting Board approve and additional \$50,000.00 increase. The current contract is on file with the Clerk of Board of Supervisors Office. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund revenue involved in these matters. Any costs associated with these matters are covered by a combination of Federal and State funds.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RESTPADD HEALTH CORPORATION, REDDING

This First Amendment to Agreement is made on January 28, 2022, between PLUMAS COUNTY, a political subdivision of the State of California and Restpadd Health Corporation, Redding who agrees as follows:

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

- a) PLUMAS COUNTY and Restpadd Health Corporation, Redding have entered a written Agreement dated, July 1, 2021, in which Restpadd Health Corporation, Redding agreed to provide recovery services to Plumas County.
- b) Due to the demand for services, there is a need to increase the compensation amount from Fifty thousand dollars (\$50,000.00) to One Hundred Thousand Dollars (\$100,000.00)

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

- a) **Paragraph #2** is amended to read as follows:

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 One Hundred Thousand (\$100,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

- b) **Exhibit B** Attached

3. Effectiveness of Agreement: Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.

4. Term: The term of this Agreement commences on date of execution and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.

CONTRACTOR:

By: _____
Name: Bill Hunt
Title: Administrator
Date signed:

CONTRACTOR:

By: _____
Name: April Cordova
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Tony Hobson, Ph.D.,
Title: Behavioral Health Director
Date signed:

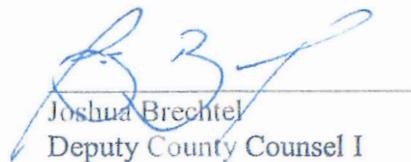
APPROVED AS TO CONTENT:

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

ATTEST

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/2/2022

EXHIBIT B - FEE SCHEDULE

Fiscal year 2021/2022 Rates

Adults \$1010.00 per day

An additional Four Hundred Dollars (\$400.00) per client, per day will be charged to COUNTY for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RESTPADD HEALTH CORPORATION, RED BLUFF

This First Amendment to Agreement is made on January 28, 2022, between PLUMAS COUNTY, a political subdivision of the State of California and Restpadd Health Corporation, Red Bluff who agrees as follows:

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

- a) PLUMAS COUNTY and Restpadd Health Corporation, Red Bluff have entered a written Agreement dated, July 1, 2021, in which Restpadd Health Corporation, Red Bluff agreed to provide recovery services to Plumas County
Due to the demand for services, there is a need to increase the compensation amount from Fifty thousand dollars (\$50,000.00) to One Hundred Thousand Dollars (\$100,000.00)

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

- a) **Paragraph #2** is amended to read as follows:

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 One Hundred Thousand (\$100,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

- b) **Exhibit B** Attached

2. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.
3. **Term:** The term of this Agreement commences on date of execution and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.

CONTRACTOR:

By: _____
Name: Bill Hunt
Title: Administrator
Date signed:

CONTRACTOR:**COUNTY:**

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

By: _____
Name: Tony Hobson, Ph.D.,
Title: Behavioral Health Director
Date signed:

By: _____
Name: April Cordova
Title: Chief Financial Officer
Date signed:

APPROVED AS TO CONTENT:

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

ATTEST

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

2/2/2022

EXHIBIT B - FEE SCHEDULE

DAILY ALL-INCLUSIVE RATES

Fiscal year 2021/2022 Rates

ADULTS

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1010.00 per day, excluding the day of discharge.

CHILDREN/YOUTH

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$ 1275.00 per day, excluding the day of discharge.

An additional Four Hundred Dollars (\$400.00) per client, per day will be charged to COUNTY for increased levels of observation (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

Item 3B

BOARD AGENDA REQUEST FORM

Department: Clerk-Recorder

Authorized Signature: Marcyne DeMarkle

Board Meeting Date: 2-15-2022

Request for 2 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. Approve payment of Wells Fargo lease payment of \$323.26 without current contract.

B. _____

C. _____

Review by Necessary Departments:

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

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:

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.

COUNTY OF PLUMAS

STATE OF CALIFORNIA

VENDOR/ CLAIMANT	Wells Fargo Financial Leasing
ADDRESS	P O Box 77096
CITY/ST./ZIP	Minneapolis, MN 55480-7796

TAX ID/SSN #
VENDOR # **23202** ✓
CASH ACCOUNT #
FUND # **0001**

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

01/24/22

FIRM NAME

BY

TITLE

SIGNATURE OF CLAIMANT/VENDOR

Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Contract number 603-0148736-000 Due date 01/07/22
Invoice number 5018499162 Invoice date 01/12/22
Total due \$323.26

Check here and see reverse side for billing address and/or asset address change.

Amount enclosed \$ 3.23 24

Please make check payable to Wells Fargo Financial Leasing, Inc.

GFDRHZ00200243 - 361223 - S1
[Barcode]
ACCOUNTS PAYABLE
COUNTY OF PLUMAS, CALIFORNIA
520 MAIN ST RM 102
QUINCY CA 95971

Wells Fargo Financial Leasing, Inc.
PO BOX 77096
MINNEAPOLIS, MN 55480-7796



AGENDA REQUEST

For the February 15, 2022 meeting of the Plumas County Board of Supervisors

February 7, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve and direct the Chair to sign a contract with Purpose Dental, LLC. in the amount of \$118,234.00, to provide licensed dental screenings and oral health education at County schools, preschools, and other locations.

Background:

The Agency currently receives funding from the State of California to provide oral health services as part of the Public Health services to the citizens of Plumas County. This contract provides for licensed dental screenings and oral health education to school classrooms, community, and other professionals/partners.

This contract runs from March 1, 2022 through June 30, 2023.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Purpose Dental, LLC. in the amount of \$118,234.00.

Services 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 Health Department (hereinafter referred to as "County"), and Anna Hanlon, a sole proprietor, dba Purpose Dental, LLC (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 B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Eighteen Thousand Two Hundred Thirty-four Dollars (\$118,234.00).
3. Term. The term of this agreement shall be from March 1, 2022 through June 30, 2023, 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

COUNTY INITIALS

CONTRACTOR INITIALS

A. H.

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 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

_____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS *CH*

- 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

COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS *Att*

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.

 COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS att

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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, California 95971
Attention: Dana Krinsky

Contractor:

Purpose Dental LLC
5662 Hunting Creek Way
Sparks, Nevada 89436
Attention: Anna Hanlon

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.

COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS *AH*

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

CONTRACTOR:

Purpose Dental, an LLC

By: AH
Anna Hanlon
Owner
Date signed: 1/28/2022

By: _____
Name: _____
Title: _____
Date signed: _____

COUNTY:

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

By: Dana Loomis
Dana Loomis
Director, Public Health Agency
Date signed: _____

Chair
Plumas County Board of Supervisors
Date signed: _____

ATTEST:

Heidi White
Clerk of the Board

Approved as to form:

JB
Joshua Brechtel
Deputy County Counsel I

1/27/2022

_____ COUNTY INITIALS

EXHIBIT A

Scope of Work

Subcontractor Responsibilities:

Consistent with the elements of the County's Oral Health Program, Subcontractor shall:

1. Provide licensed dental screenings up to twice a year at schools, preschools, and other location as agreed upon. Dental screenings may include follow-up procedures or contact including, but not limited to:
 - Fluoride application
 - Sealant application
 - Case Management
 - Additional services within scope of work
2. Provide oral health education to classrooms, community, or other professionals/partners.
3. Attend trainings/events as agreed on to enhance programmatic stability and functionality.
4. Create/review/revise oral health education materials.
5. Participate in internal oral health program and oral health coalition meetings.
6. Participate in projects to increase dental health awareness and expand dental access in Plumas County.

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor in accordance with the Scope of Work (Exhibit A) attached. Not to exceed \$59,117.00 per year. Up to:

963 hours at \$60.00 an hour = \$56,160.00

Training Allocation = \$2,957.00

Maximum amount payable under this contract is One Hundred Eighteen Thousand Two Hundred Thirty-four Dollars and no cents (\$118,234.00).

B. Invoice(s) Shall:

- 1) Bear the Subcontractors name, exactly as shown on the Agreement.
- 2) Bear the Subcontractor Agreement Number.
- 3) Identify the expense, billing and/or performance period covered on invoice
- 4) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) Schedule:

Monthly or Quarterly invoices during periods shown below, not to exceed (1) one invoice a month and total per period.

Period	Total
3/2022-6/2022	\$59,117.00
7/2022-6/2023	\$59,117.00

COUNTY INITIALS

CONTRACTOR INITIALS *GJ*



AGENDA REQUEST

For the February 15, 2022 meeting of the Plumas County Board of Supervisors

February 7, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract with Susan Haun dba Strategies by Design in the amount of \$85,875.00, to provide TURP Program evaluations.

Background:

The Public Health Agency currently receives funding from the State of California to for the Tobacco Use Reduction Program (TURP), which endeavors to promote a smoke-free community on a local level through educational programs. This contract with Susan Haun provides for outside consulting services that creates data collection and then reports those numbers to the State as per the grant guidelines.

This contract runs from March 1, 2022 through June 30, 2025.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Susan Haun dba Strategies by Design in the amount of \$85,875.00/

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Public Health Agency** (hereinafter referred to as "County"), and **M. Susan Haun, an individual, DBA Strategies By Design**, (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 B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty-Five Thousand Eight Hundred Seventy-Five Dollars (\$85,875.00).
3. **Term.** The term of this agreement shall be from March 1, 2022 through June 30, 2025, 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.
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 (\$100,000) per person and five hundred thousand dollars (\$300,000) 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.

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SNAP2122HAUN

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:

County of Plumas Public Health Agency, Tobacco Use Reduction Program
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Regina Martinez

Contractor:

M. Susan Haun, an individual, DBA Strategies By Design,
305 Sejong Lane
Santa Rosa, CA 95403
Attention: M. Susan Haun

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.

 COUNTY INITIALS

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CONTRACTOR INITIALS MSH

TURP

SNAP2122HAUN

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

CONTRACTOR:

M. Susan Haun, and individual, DBA
Strategies By Design,

By: M. Susan Haun 2/4/22
Name: M. Susan Haun
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Heidi White, Clerk of The Board
Date Signed:

Approved as to form:


2/3/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

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CONTRACTOR INITIALS M.S.H.

EXHIBIT A

Scope of Work

ATTACHMENT A

SCOPE OF WORK

Plumas County Tobacco Use Reduction Program (PCTURP) Evaluation January 2022 – June 2025

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

CONTRACTOR RESPONSIBILITY

Consistent with PCTURP's objectives for the 2022–2025 Scope of Work and Evaluation Plan, SBD shall:

- In collaboration with the County's TURP Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys, to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for project staff to populate with data, as necessary.
- Clean data collected by project staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in the County's 2022–2025 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.¹
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which SBD is responsible into OTIS, attaching the appropriate tracking measures.
- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives and one final evaluation report for one primary objective - in accordance with County's 2022–2025 CTCP's Evaluation Plan and in collaboration with the program's Project Director. All evaluation reports will be developed at the conclusion of the County's 2022–2025 CTCP scope of work and shall be prepared consistent with the format described in the California Tobacco Control Program's *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports*.
- Monitor the implementation of the evaluation plan, coordinate with the Project Director on the implementation timeline, and meet with the Project Director/staff monthly or as needed to facilitate communication, coordination, and tracking.
- Collaborate with County staff for development of the County's 2025–2029 Comprehensive Tobacco Education Program's Evaluation Plan (released in 2024) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from program staff.

¹ Note that advanced data analysis and data translation is not required of External Evaluation Consultants but can be provided by the Internal Evaluator, the Evaluation Project Manager, or the County's Epidemiologist, as applicable.

TURP
SNAP2122HAUN

Write the evaluation narratives. Enter the final evaluation components and narrative summaries into the Online Tobacco Information System (OTIS).

- Participate in California Tobacco Control Program plan modification meetings with County staff and CTCP representatives to assist with negotiating the 2025–2029 Comprehensive Tobacco Control Plan and make changes to the evaluation plan, as needed.
- Perform the following for each of the evaluation activities, organized by objective and evaluation activity number, in TEP's 2022–2025 scope of work.

CONTRACTOR COMPENSATION

The amount payable to Contractor under this contract is \$14,500 for 1/22–6/22, \$20,800 for 7/22–6/23, \$20,800 for 7/23–6/24 and \$29,775 for 7/24–6/25, for a maximum amount payable under this contract of \$85,875.

Contractor shall invoice County at least quarterly for the services completed to the TURP Project Director. Invoices will be submitted in equal quarterly installments based on the total amount of contract per fiscal year. Invoices for services provided to the County shall include the following information: month of service, summary of services provided, and total charges to the County for services provided.

COUNTY RESPONSIBILITY

County will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. County will add Contractor as an "Applicant" in OTIS to allow the Contractor access to the County's 2022–2025 Comprehensive Tobacco Control Plan.

In order to complete final evaluation reporting by the June 30, 2025 due date, all evaluation activities and associated data collection will need to be completed and provided to SBD no later than April 30, 2025.

County will reimburse Contractor approximately 30 days after invoice is received, reviewed, and approved by TURP Project Director.

JOINT RESPONSIBILITIES

Both Contractor and County will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

_____ COUNTY INITIALS

CONTRACTOR INITIALS *msw*

EXHIBIT B

Fee Schedule

ATTACHMENT B COST

Plumas County Tobacco Use Reduction Program (PCTURP) Evaluation January 2022 – June 2025

The following table includes each of the three objectives, as well as other evaluation scope of work-related elements. Note that External Evaluators for tobacco control programs are required to provide at least 208 hours of evaluation consulting services annually.

Evaluation Services	1/22 – 6/22	7/22 – 6/23	7/23 – 6/24	7/24 – 6/25
Obj. 1 End Commercial Tobacco Campaign – Smoke-Free OPPs & Flavors				
14–20 instruments, including 4 ECT Campaign instruments	82.5	75.25	56.75	101.0
10–14 activity reports				
1 FER				
Obj. 2 Youth Engagement				
6–8 instruments	19.5	35.5	52.5	47.0
10–12 activity reports				
1 BER				
Obj. 3 Community Engagement				
6–8 instruments	9.5	35.0	26.5	47.0
10–12 activity reports				
1 BER				
Policy Cessation Support (technical assistance)	.25	-	-	.25
Media Activity Record Support (instrument, technical assistance)	2.25	.25	.25	.5
Project Planning, Monitoring & Data Discussion, including prep and follow-up (monthly or as needed)	24	48	48	48
Evaluation Activity Reporting (semi-annually)	4	8	8	8
Changes to 22–25 Evaluation Plan (if needed)	-	-	10	-
25–29 Evaluation Plan Development (including CTCP modifications and revisions)	-	-	-	40
Required Statewide Meetings				
4 CTCP Required Meetings or Trainings per year (total time shared by multiple projects)	3	6	6	6
Total Hours	145.0	208.0	208.0	297.75
Total Fees at \$100 per hour/Expenses Not-to-Exceed*	\$14,500	\$20,800	\$20,800	\$29,775
			Grand Total	\$85,875

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

**CONSENT AGENDA REQUEST**

For the February 15, 2022 meeting of the Plumas County Board of Supervisors

February 7, 2022

To: Honorable Board of Supervisors
From: John Mannie, Director of Public Works

A handwritten signature in blue ink that reads "John Mannie".

Subject: Contract Award of Service Agreement for Automotive Repair Services for Public Works Road Maintenance Vehicles with Coates Incorporated, in the amount of Three Thousand Dollars and 00/100 (\$3,000.00).

Background:

The Plumas County Department of Public Works requires repairs and maintenance of its fleet to be done on a regular basis. The Department does not have a current contract with Coates Incorporated. Public Works is seeking to install a new contract with this vendor to help with maintenance and repair of the Beckwourth maintenance fleet.

A copy of the proposed contract, signed by the vendor, and reviewed and approved as to form by County Counsel is attached.

Funding for FY2021-22 is included in the budget adopted by the Board of Supervisors on September 31, 2021.

Recommendation:

The Department 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 a Professional Services Agreement for Automotive Repair Services for the Public Works Road Maintenance Vehicles in the amount of Three Thousand Dollars and 00/100 (\$3,000.00).

Attachment: Proposed, replacement contract

Services 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** (hereinafter referred to as "County"), and **Coates Incorporated**, 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 B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three thousand Dollars and no cents (\$3,000.00).
3. **Term.** The term of this agreement shall be from August 17, 2021 through August 16, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 17, 2021 to the date of approval of this Agreement by the Board of Supervisors.
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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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. **Professional Services Contract.** Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **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.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 St.
Quincy, CA 95971
Attention: Fiscal Officer/Administrative Service Manager

Contractor:

Coates Incorporated
73816 S Delleker Rd.
Portola, CA 96122
Attention: Robert Price

23. 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.

COUNTY INITIALS

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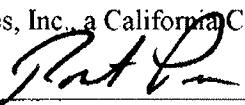
CONTRACTOR INITIALS 

24. **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.
25. **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.
26. **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.

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

CONTRACTOR:

Coates, Inc., a California Corporation

By: 
Name: Robert Price
Title: CEO/CFO
Date signed: 1/26/2022

COUNTY:

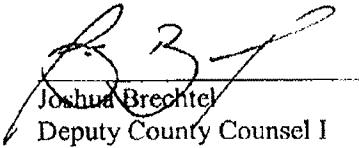
County of Plumas, a political subdivision of the State of California

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

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

1/19/2022

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Provide the following automotive repair services on an as-needed basis upon the request of the County:

- a. Flat tire repairs
- b. Tire dismount and mount (Including giant tires) – outside, spare, or drop off
- c. Tire tubes
- d. Wheel spin balance
- e. Drill and studding service

All work shall be provided in accordance with industry standards for high-quality automotive repairs.

COUNTY INITIALS

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EXHIBIT B

Fee Schedule

1. Payment under this contract shall not exceed three thousand dollars and no cents (\$3,000.00). All prices for parts and labor shall be at or below Contractor's standard rates for such services.
2. Labor shall be charged at a rate of one hundred dollars and no cents (\$125.00) per hour.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs not authorized in advance by the County. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time, the Contractor believes that repairs will cost more than County-authorized written estimate, Contractor shall provide a revised written estimate to the County and obtain County's authorization prior to continuing repairs.
4. 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 the Contractor under this Agreement which have been completed to the County's sole satisfaction.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS ff

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

**CONSENT AGENDA REQUEST**

For the February 15, 2022 meeting of the Plumas County Board of Supervisors

February 7, 2022

To: Honorable Board of Supervisors
From: John Mannle, Director of Public Works

A handwritten signature in blue ink that reads "John Mannle".

Subject: Contract Award of Service Agreement for the rental of linen and coveralls for Public Works Mechanic Shop with Mission Linen Supply, in the amount of Five Thousand Five Hundred Dollars and 00/100 (\$5,500.00).

Background:

The Plumas County Department of Public Works Mechanic Shop requires the use of certain linens and coveralls on a regularly basis. As the current contract with Mission Linen Supply has expired, the Department is seeking to install a new contract with this vendor.

A copy of the proposed contract, signed by the vendor, and reviewed and approved as to form by County Counsel is attached.

Funding for FY2021-22 is included in the budget adopted by the Board of Supervisors on September 31, 2021.

Recommendation:

The Department 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 a Professional Services Agreement for the rental of linen and coveralls for the Public Works Mechanic Shop in the amount of Five Thousand Five Hundred Dollars and 00/100 (\$5,500.00).

Attachment: Proposed, replacement contract

Contractor Services 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 **Mission Linen Supply**, 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 Five Thousand Five Hundred Dollars and No Cents (\$5,500.00) per twelve (12) month period.
3. **Term.** The term of this agreement shall be January 1, 2022 to December 31, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. **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 requirement 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.
8. **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.
9. **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.
10. **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

COUNTY INITIALS

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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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. 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.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. 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.
17. 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.
18. 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.

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19. 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.
20. 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.
21. 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.
22. 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:

County of Plumas
Road Department
1834 E. Main Street
Quincy, CA 95971
Attention: Fiscal Officer/ASM

CONTRACTOR:

Mission Linen Supply
1340 W 7th Street
Chico, CA 95928
Attention: Justin Finch

23. 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.
24. 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.
25. 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.

_____ COUNTY INITIALS



26. **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.

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

CONTRACTOR:

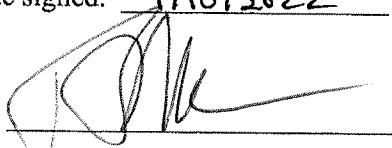
Mission Linen Supply, a California corporation

By: 

John Ross

President and CEO

Date signed: 1/10/2022

By: 

Tony Mancuso

Vice President Finance and CFO

Date signed: 1/14/2022

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

By: _____

Kevin Goss

Chair, Board of Supervisors

Date Signed: _____

ATTEST:

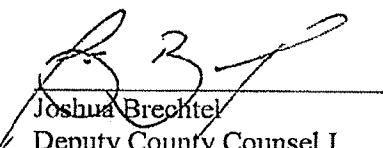
By: _____

Heidi White

Clerk of the Board

Date Signed: _____

Approved as to form:


Joshua Brechtel

Deputy County Counsel I

1/6/2022

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. Contractor will provide weekly pick-up and delivery services to the Public Works Mechanic Shop, Quincy. Contractor will pick-up soiled and dirty shop towels, coveralls, fender seat covers, and rubber mats and deliver clean replacements per the fee schedule attached hereto an Exhibit B. Pick-up and delivery shall occur on a day of the week mutually agreed upon by Contractor and the County.

_____ COUNTY INITIALS

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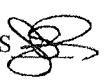
CONTRACTOR INITIALS 

EXHIBIT B
Fee Schedule

Mechanic Shop Supplied Services
Coveralls, Shop Towels, Rubber Mats, Fender/Seat Cover

<u>(Service the Mechanic Shop and 10 employees)</u>	<u>Weekly Cost</u>
---	--------------------

Coveralls: Each of the 9 workers will have available by 7:00 a.m. Monday through Friday a clean and in good condition pair of coveralls for each work day. A regular pick-up and drop off service must be established and approved by the supervisor.

Coveralls supplied will be embroidered with employees' name. Special size and preparation will be at no additional charge.
To be maintained on a weekly basis.

\$ 57.15

Shop Towels: In stock quantity 50. A supply of 50-14"x14" (List actual size if different _____) clean usable shop towels will be maintained on a weekly basis.

\$ 4.75

Rubber Floor Mats: Two 34"x44" (List actual size if different _____)
Two to be maintained on a weekly basis.
Two 44" x 66" (List actual size if different _____)
Two to be maintained on a weekly basis.

\$ 2.75

\$ 10.53

Fender/Seat Covers: Four 54"x72" (List actual size if different _____)
Two to be maintained on a weekly basis.

\$ 9.10

Driver: Is required to count incoming and outgoing coveralls with employee present. A signature from employee indicating the count and inventory is correct is required.

\$ 0.00

Service Charges: 15%

\$ 0.00

\$ 0.00

Inventory Maintenance:

Costs must be stated on your bid. A credit or no charge will be issued for items not returned cleaned on the following scheduled delivery.

Weekly Total= \$ 97.19

**Any out of the ordinary repair work must be pre-approved by the Shop Supervisor or his assistant.

Coverall replacement (damaged/non-repairable)

Each= \$ 35.00

Exceptions/Incidental:

Firm's: (print) Mission Linen Supply Title: Dist. Mgr. Name: (print) Brian Mr. Joy

Signature: DR Joy Date: 12.23.21 Phone: 530-342-4116 Cell: _____

____ COUNTY INITIALS

CONTRACTOR INITIALS SG



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: February 2, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Items for the meeting of February 15, 2022

It is recommended that the Board:

Approve and sign contract #PCSO00025 between the Plumas County Sheriff's Office (PCSO) and RSH, Inc. dba Curran Tire Center in the amount of \$20,000.

Background and Discussion:

The term of this contract is 04/01/22 – 03/31/23. The purpose of this contract is for vehicle maintenance & service.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made 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 RSH, INC. a corporation, doing business as Curran Tire Center (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 B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00).
3. **Term.** The term of this agreement shall be from April 1, 2022 through March 31, 2023, 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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- 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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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:

Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Carrie Curran

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. 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 set forth below.

CONTRACTOR:

RSH, Inc.
dba Horton Tire Center

By: _____
Name: Chris Curran
Title: CEO
Date signed:

By: _____
Name: Carrie Curran
Title: Secretary
Date Signed:

COUNTY:

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

By: _____
Name: Todd Johns
Title: Sheriff-Coroner
Date signed:

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisor
Date signed:

Attest:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed:

Approved as to form:



2/2/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
2. 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 a maximum of \$105.00 per hour.
2. Prices for tires quoted prior to installation.
3. LOF changes with inspection shall be charged at \$49.95 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.
4. 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.
5. 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.



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

Item 3F1

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

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

DATE: February 1, 2022

TO: The Honorable Board of Supervisors

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

SUBJECT: Approve and Ratify Contract between Plumas County Tax Collector and Ray A. Morgan Company, LLC.

Recommendation: Approve and Authorize the Chair to sign Agreement between Plumas County Tax Collector and Ray A. Morgan Company, LLC

Background and Discussion: The Plumas County Tax Collector has entered into a Service Agreement with Ray A. Morgan Company, LLC to provide maintenance services for a Canon IR 4545I copy machine. The agreement is for 1 year not to exceed \$2,000.

I respectfully request the ratification of this Service Agreement.

Thank you.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Treasurer-Tax Collector's Office** (hereinafter referred to as "County"), and **Ray A. Morgan Company, LLC**, 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 B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Two thousand Dollars (\$2,000.00).
3. Term. The term of this agreement shall be from November 1st, 2021 through October 31st, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Ray A. Morgan, LLC, from November 1st, 2021 to date of approval of this agreement by the Board of Supervisors.
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.



COUNTY INITIALS

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CONTRACTOR INITIALS

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 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



COUNTY INITIALS

- 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

 COUNTY INITIALS

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.



COUNTY INITIALS

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CONTRACTOR INITIALS 

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:

Plumas County Treasurer-Tax Collector
County of Plumas
520 Main Street, Rm 203
Quincy, CA 95971
Attention: Julie A. White

Contractor:

Ray A. Morgan Company, LLC
3131 Esplanade
Chico, CA 95973
Attn: Ryan Vernau

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.]** 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. **NOTE: Only for contracts in excess of \$10,000.]**



COUNTY INITIALS

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

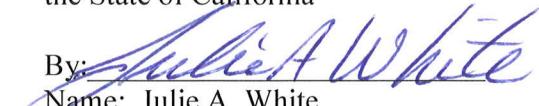
CONTRACTOR:

Ray A. Morgan Company, LLC
A California Corporation

By: 
Name: Greg Martin
Title: President
Date signed:

COUNTY:

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

By: 
Name: Julie A. White
Title: Plumas County Treasurer-Tax Collector
Date Signed:

COUNTY:

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

By: 
Jeff Engel, Chair
Board of Supervisors
Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I
11/10/2021

ATTEST:

By: 
Heidi Putnam
Clerk of the Board of Supervisors


COUNTY INITIALS

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for Canon IR 4545I, and related parts and equipment (the “Covered Equipment”).
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.



COUNTY INITIALS

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CONTRACTOR INITIALS GM

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$252.00 every quarter for up to 24,000 black & white images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$0.0105 for every black & white image made in excess of 24,000 per quarter, to be added to the quarterly invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



COUNTY INITIALS

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CONTRACTOR INITIALS GM



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

Item 3F2

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

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

DATE: January 31, 2022

TO: The Honorable Board of Supervisors

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

SUBJECT: Request from Beckwourth Fire Protection District (BFPD) to
remove District funds from the County Treasury Pool

Recommendation: Authorize the BFPD to withdraw funds from the County Treasury and determine a mutually acceptable date of withdraw (G. C. 61053 (d))

Background and Discussion: Government Code 27136 states that a district shall submit a withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal will not adversely affect the interests of the entire treasury pool. On September 14th and December 15th, 2021, the BFPD provided a letter of request to withdraw their funds from the County Treasury. The District has approximately \$731,815.72 in the Treasury and the County pool is approximately \$157,725,122.55. The determination was made that removing .00464% of the pool would not have an adverse effect and the withdrawal approved by the County Treasurer.

Additionally, G.C. 61053 states guidelines for Districts to move their funds to an alternative depositary. The BFPD Resolution No. 2022-001, confirming the request to remove funds from the Plumas County Treasury has addressed G.C. 61053. The District has made a formal request, adopted a resolution, fixed the amount of bond and insurance, appoint a District Treasurer with signing authorities with financial institution Plumas Bank.

Government Code 61053 (d) states the Board of Directors and Board of Supervisors shall determine a mutually acceptable date for the withdraw.

I respectfully request the Board to approve the date of March 1st, 2022, as the mutually accepted date of withdrawal of the Beckwourth Fire Protection District funds.

Thank you.

REMOVING FUNDS FROM THE COUNTY TREASURY
G.C. 61053(a)

Memo of Intent to Withdraw:

9/14 & 12/15

- Inform Auditor/Treasurer that District wishes to remove funds from County Treasury & that District Resolution will follow with mutual date of withdrawal determined by both Boards

Resolution

para 3

- State how funds should be transferred (warrant – provide address, wire – provide bank name, routing & account number and district will pay wire fees)

Para. 3

- State that District is aware that they are responsible for all State reporting and for all following all applicable code that governs Special Districts
- State that District is aware that upon effective date the District assumes all responsibility for any outstanding expenditures (even if claim or request was submitted to Auditor prior to effective date).
- State the District is aware of the auditing requirements pursuant to Government Code 26909 & Plumas County Resolution 98-6207.

Resolution from District Board (G.C. 61053(c) :

- State that District wishes to remove funds from County Treasury 10/15/21
- Effective Date – determined by Board of Supervisors and District Directors(G.C. 61053 (d)

BOS 2/8/21

- Name of Appointed Treasurer-Finance Officer, (G.C. 61053(b))

Res. Para 4

- Name of designated depository a bank

Res Para 3

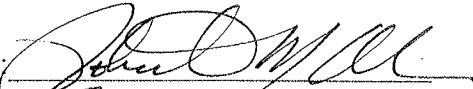
- State that District is properly bonded for fiscal employees (G.C. 61053 (b)(2)

Res Para 6

Criteria for considering withdrawal (27133 (H):

- County Treasurer to assess whether the removal of funds would affect stability and predictability of other investments and investors

Signature of Approval of County Auditor/Controller:

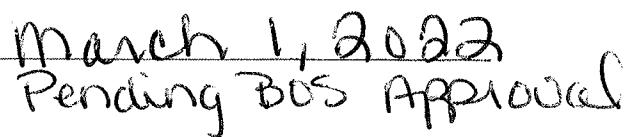


Signature of Approval of County Treasurer:



Reason for not approving at this time: _____

Date Funds will be available for transfer:





Beckwourth Fire District

180 Main Street

Beckwourth, CA 96129

Email: blpd@beckwourthfire.com Website: www.beckwourthfire.com

Phone (530) 832-1008 Station 1 - Beckwourth Fax (530) 832-5828

September 14, 2021

Julie White
Plumas County Treasurer – Tax Collector
P.O. Box 176
Quincy, CA. 95971

Subject: Beckwourth Fire Protection District Request to Remove Our Funds from the Plumas County Treasury.

Dear Ms. White,

This letter is a follow up to our brief phone discussion last month regarding the Beckwourth Fire Department's desire to remove our funds from the County and oversee our finances as the Board already does along with all other functions of the Department's business.

Our department has grown over the last two years and now includes providing contract Fire Services to the City of Portola beginning in February 2021. Having a duplicate system of finance functions is not efficient or cost effective. It has also been extremely difficult in that vendors are not paid in a timely manner (which incurs late fees) and vendors are not as willing to work with us as they feel payment is not reliable. This is a serious problem for a first responder organization. It's important that we have reliable vendors to provide us what we need during emergencies.

We are well prepared to take over our finances. Beckwourth Fire Department (BDF) is aware of all State reporting requirements for Special Districts, the responsibility of outstanding expenditures after withdrawal and special district auditing requirements. The district has a longtime relationship with the law firm BB&K in Sacramento that advises the district on such issues, and they provide training for the Board of Directors in these areas along with many others. The district also belongs to the California Special Districts Association and the Golden State Risk Management Authority who provide training and Insurance to the District.

The district has also detailed a plan for controlling the disbursement of funds and proper oversight to ensure minimal risk to the district. All checks will require dual signature of the Fire Chief and a Board member. The BFD has hired Susan Scarlet to assist us in the setup of

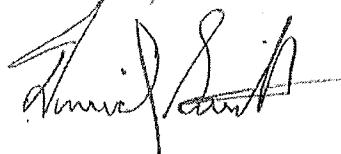
Mission Statement: The Beckwourth Fire District is committed to the protection of life and property using as our model, safety, teamwork, continuous education and training.

quick books and training for staff. Susan's firm will also reconcile our bank statements and provide oversight for the district. The Board currently meets monthly and is provided a written and verbal report on finances and this will continue once the funds are transferred to us.

The district wishes to thank the County for your support during this transition. Please let us know if there is anything further you require in order to proceed. Once you are ready to get approval from the County Supervisors, we will provide you our account # and coding with Plumas Bank so that funds can be wired to us.

We look forward to working with you if you have any further questions don't hesitate to contact me at the District Office at (530) 832-1008.

Thank you,



Daniel Smith
Board President
Beckwourth Fire District

***Mission Statement:** The Beckwourth Fire District is committed to the protection of life and property using as our model, safety, teamwork, continuous education and training..*

RESOLUTION NO. 2022-001

**A RESOLUTION OF THE BECKWOURTH FIRE PROTECTION DISTRICT
CONFIRMING REMOVAL OF DISTRICT FUNDS FROM THE PLUMAS COUNTY
TREASURY**

WHEREAS, the Beckwourth Fire Protection District "District" is a government agency organized and granted a Certificate of Existence by the State of California in 1958 under the provisions of the Fire and LIFE Safety Code; and

WHEREAS, California Government Code, Section 61053. Provides that the District's Board of Directors, may, by resolution, establish an alternative depositary other than the County Treasury for its funds; and

WHEREAS, the Board of Directors now desires to remove 100% of its funds from the Plumas County Treasury at the soonest possible date following receipt of this Resolution. We request that the Treasurer electronically transfer the funds to the District's Plumas Bank Checking account # ; and

WHEREAS, the Board of Directors has appointed Chief Bret Russell as the Treasurer of the District. The District will follow a system of accounting and auditing that shall completely and at all times show the District's financial condition; and

WHEREAS, the Board of Directors will require two signatures on all withdrawals and checks issued by the District. The Treasurer and one Board member will be required to sign, if the Treasurer is not available then two Board members will sign. All five Board members and the Treasurer will be authorized signatories with Plumas Bank; and

WHEREAS, the Board of Directors is properly bonded and insured by GSRMA in the amount of \$10,000,000.

NOW THEREFORE, BE IT RESOLVED by the Board of the Beckwourth Fire District that:

1. The above recitals are true and correct.
2. The Board of Directors of the Beckwourth Fire Protection District hereby requests the removal of 100% of its funds held by the Plumas County Treasury Budget.

PASSED, APPROVED AND ADOPTED, by the Board of Directors of the Beckwourth Fire Protection District, Plumas County, State of California this 19 day of January 2022 by the following vote:

Ayes:

Dick Spencer
Gray Miller
Daniel Smith
Alyson Coresola
Daniel Greenwood

Noes:

Absent:

Attest: *W. Russell Clerk*
Timothy Smith Chair

ENDORSEMENT# 5

This endorsement, effective 12:01 am June 30, 2021
Policy number: 01-420-86-23

CRIME AND FIDELITY
CR 25 19 05 06
forms a part of

issued to *Public Risk Innovation, Solutions, and Management*
(PRISM)

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

**GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY**

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft - Per Loss Coverage	\$10,000,000
<input type="checkbox"/>	Employee Theft - Per Employee Coverage	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "em-

ployee", except the conversion of property of other parties held by you in any capacity.

3. The Indemnification Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (I) of the Termination As To Any Employee Condition is replaced by the following:

(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee

END 005

ENDORSEMENT# 5 (Continued)

Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 005



P.O. Box 600 / 525 Main St., Quincy CA 95971
(530) 283-3402 • information@plumasarts.org • plumasarts.org

February 15, 2022

Plumas County Board of Supervisors,

We request the attached Resolution, to be included on the consent agenda, authorizing Plumas Arts to serve as the Plumas County representative in the California Arts Council's (CAC) statewide network for our State-Local Partnership (SLP) program grant application. This Resolution is required annually or biennially depending on the SLP grant funding cycle.

Plumas County Arts Commission (Plumas Arts) has served as the County's designated SLP since 1981. **We serve with distinction**, ranking consistently at the top of all counties applying, where Plumas Arts has long been considered a rural model.

We have included our 2020-2021 Fiscal Year Annual Report for your reference of Plumas Arts' activity during the previous fiscal year.

Thank you for your continued support,

Kara Rockett-Arseanult
Executive Director

Plumas Arts
PO Box 600
Quincy, CA 95971
(530)283-3402
kara@plumasarts.org

Resolution No.

Designating the Plumas County Arts Commission (also known as Plumas Arts) as the Local Cultural Planning Agency for Plumas County and authorizing the 2022-2023 application to the California Arts Council State-Local Partnership Program.

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning, partnering, and decision making and to reach previously under-served constituents; and

WHEREAS, Plumas Arts has served Plumas County as the local arts planning, partnering, and programming designee to the California Arts Council State-Local Partnership Program with exemplary programming and service since 1981; and

WHEREAS, Plumas Arts has continuously provided arts programs and services in all communities of Plumas County and to other cultural and tourism organizations to further the arts, community, economy, and quality of life.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the board does hereby designate Plumas Arts to serve as Plumas County's local art planning and programming agency now and forevermore and authorizes the current application to the California Arts Council State-Local Partnership Program.

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 **15th of February, 2022**.

AYES:

NOES:

ABSENT:

ATTEST:

Chairman, Board of Supervisors

Clerk of said Board of Supervisors

Plumas Arts Annual Report

FISCAL YEAR
JULY 1, 2020- JUNE 30, 2021



Plumas Arts cultivates communities in which arts and culture flourish.

This Annual Report summarizes Plumas Arts' programming for the 2020-2021 fiscal year. The report highlights our accomplishments, funding sources, events, and generous members and donors, without whom we would never have been able to make it through the past year and a half.

Plumas Arts underwent some large management changes in 2020, with the retirement of long-time Executive Director, Roxanne Valladao, who gave no less than 35 years to the organization.

In July 2020, the Plumas Arts Gallery and offices re-opened after being shuttered since March 17, 2020. Hoping we would get back to "normal," Fiscal Year 2020 ended up being a year of planning events and programs that would not come to fruition.

We hope you enjoy this summary of all we *did* accomplish this past fiscal year.

Sincerely,
Kara Rockett-Arsenault
Executive Director



STAFF



Kara Rockett-Arsenault, Executive Director

Kara has worked part-time with Plumas Arts since 2012, and was hired as Executive Director in October 2020.



Sarah Harvey, Gallery Manager

Sarah started with Plumas Arts in January 2020. Sarah works to coordinate the Plumas Arts Gallery, Almanor Art Show, and membership.



Jennifer Kaufmann Ready, Events and Program Manager

Jennifer was hired in June 2021 to manage and plan Plumas Arts events and work with the Artists in the Schools Program.

BOARD OF DIRECTORS

Dale Ready, President, Quincy

Penny Berry, Vice President, Portola

Will Lombardi, Secretary, Quincy

Darren Beatty, Quincy

Jodi Beynon, Financial Chair, Quincy

Jeff Bryant, Chester

Judy Chynoweth, Sustainability Chair, Chester

Jane Braxton Little, Greenville

Ryan Schramel, Taylorsville

Andrew Woodruff, Personnel Chair, Sattley

Many thanks to outgoing directors Kim James (Chester) and Donna Mills (Blairsden), who both served Sept 2018- June 2021.

ED TRANSITION

How do you step into the shoes of someone who has grown an organization for 35 years? I was so grateful to have Roxanne work directly with me during my first six months as director.

By far the biggest change for Plumas Arts during Fiscal Year 2020, was the transition towards retirement for long-time Executive Director, Roxanne Valladao.

Kara Rockett-Arsenault was hired as Executive Director in October 2020, but Roxanne Valladao was retained by the organization to help through the transition.



05

PROGRAMS

Breaking into new territory, Plumas Arts' programs moved into virtual formats in Fall 2020. Through some modifications and ingenuity by staff, longtime favorites, such as Artists in the Schools and Words & Music were re-envisioned.

Words & Music

The first Virtual Words & Music aired in November 2020 and was well received. Virtual shows were filmed and aired on Plumas Arts' Facebook and YouTube channels. Virtual shows continued until a hiatus in May 2021.

Archived shows can be found on plumasarts.org/words--music



Ken Cawley & Joe Tomaselli



Benjamin Heany



Soulstice Strings



Artists in the Schools

After almost 30 years of in-person arts education programming, Artists in the Schools moved into a virtual format for spring 2021. Artists filmed workshops, consisting of four hour-long classes at the Plumas Arts Gallery. Workshops covered a broad variety of topics from modern art and Zentangles to dance, puppet theatre, weaving, and watercolor. Art supplies and instructions were then packaged and distributed to K-6 teachers in Chester, Greenville, Quincy, and Portola. Over 800 students participated in the virtual programs.



Student Artworks created during Virtual Artists in the Schools Spring 2021

Poetry Out Loud

Poetry Out Loud, started by the National Endowment for the Arts and the Poetry Foundation, encourages students to learn about great poetry through memorization and recitation. This program helps students master public speaking skills, build self-confidence, and learn about literary history and contemporary life. Poetry Out Loud, coordinated by Margaret Garcia, was held in person February 2021 at the Plumas Arts Gallery and aired virtually on Plumas Arts' Facebook to friends and family. The recitation by high school students was also recorded and aired as February Virtual Words & Music.



07

PLUMAS CREATES

Highlighting the broadest and most extensive talent in our area.

Plumas Creates was a project started by the Plumas Arts Board of Directors Sustainability Committee. During the pandemic, Plumas Arts wanted to ensure that artists continued to have the opportunity to share their artwork and passion. Board members Ryan Schramel and Jane Braxton Little filmed, interviewed, and assembled video spotlights to showcase artists in the places they create to share their craft and inspiration.

plumasarts.org/plumas-creates

PLUMAS ARTS GALLERY

Plumas Arts Gallery, also known as the Capitol Arts Gallery, continued to display art from over 60 member artists. Monthly gallery feature shows persisted for the year, even though we were not able to hold gallery opening receptions until mid-June 2021.

To highlight artist's work and encourage browsing, staff along with board member Will Lombardi filmed and interviewed featured gallery artists. The interviews have been shared through Plumas Arts' Facebook and YouTube channels, email newsletters, and at plumasarts.org

Plumas Arts also coordinates the art display at Patti's Thunder Café, a popular eating establishment in Quincy, which also has hosted the in-person Words & Music program for 30 years. This art display rotates on a bi-monthly schedule.

Featured artist show schedules can be found at plumasarts.org/gallery



While all in-person events were canceled for Fiscal Year 2020, Plumas Arts held two very successful virtual events, the 13th Annual Wild & Scenic Film Festival and Hometown for the Holidays.

Wild & Scenic Film Festival



The 13th Annual Wild & Scenic Film Festival On Tour in Quincy was held September 16, 2020.

The night attracted over 500 viewers from Plumas County and as far away as Michigan.

THANK YOU TO THE GENEROUS LOCAL SPONSORS AND DONORS TO THE SILENT AUCTION

Sarah Bamberger
 Barn Owl Books
 Darla DeRuiter & Darrel Jury
 Feather River College
 Environmental Studies Program
 Feather River College Outdoor
 Recreational Leadership
 Program
 Feather River Land Trust
 Feather River Outdoors
 Friends of Plumas Wilderness

Lost Sierra Adventure Monkeys
 Lost Sierra Company
 Lost Sierra Ramblers
 Michael Kerby
 Taco Fly Company
 Quincy Feather Bed Inn
 Quincy Natural Foods
 Quincy Pharmacy
 Quincy Thrift
 Quintopia Brewing Company
 The Toy Store

09



Hometown for the Holidays was spearheaded by Natalie Hagwood and Jeff Kepple. The event was a very successful fundraiser for local musicians (many who had been out of work since the beginning of the pandemic), Plumas Performing Arts, and the Town Hall Theatre.



THANK YOU TO ALL THE DONORS WHO HELPED MAKE HOMETOWN FOR THE HOLIDAYS SO SUCCESSFUL.

American Valley Hardware
Tracy Ball & Brenda Lantow
Dennis & Karen Barker
Darren & Mara Beatty
Bequette & Kimmel Accountancy
Sam & Ashley Blesse
Barbara Boaz
Bread for the Journey
Kathleen & Craig Browne
Judy Buck
Bread for the Journey
Heather Caiazzo
Cal-Sierra Title Company
Candice Coursey
Bill & Angela Elliott
Dana Fenimore
Flanigan-Leavitt Insurance
Jay Foley
Rick Foster
Michelle Fulton & Lisa Hatzell

Terry Gallagher
Genesee Valley Ranch
Joe & Gretchen Hagwood
Jill Hanna
Jay Hibler
Pete & Julie Hochrein
Ben & Ali Hunt
Erin Barnes Jacks
Johnson Smart Family
Larry Kepple
Jeff & Tracy Kepple
Jonathan Kusel & Amy Hafsrud
Laura Lazenby
Rick & Tiffany Leonhardt
Jeff & Paige Lewis
Klay & Kay Lund
Scott McGuire
Emre Mangir & Kathleen Murray
Samuel Medrano
Hannah Mirrashed

Jeff Monaghan
Debra Moore
Ross & Brenda Morgan
Mountain Building Supply
Joseph & Margaret Muñoz
Chris Murray
Pangaea Café & Pub
Dwight & Linda Pierson
Quincy Mini Storage
Quincy Pharmacy
Kathy Raymond
JoDee Read
Andy Ryback
Mark Satterfield
Lali Sekhon
Vinctorea Shea
Sierra Institute
Sandy Stepovich
Mike Taborski
The Toy Store
Bill & Sue Wickman

Thank you also to several anonymous donors

TOWN HALL THEATRE



The Town Hall Theatre, a first-run feature film business and community performing arts venue at 469 Main Street in Quincy, has been operated by Plumas Arts since 1989. In 2003, the Theatre was deeded to Plumas Arts by the Town Hall Association when the Association deemed that Plumas Arts was carrying on their mission of maintaining the facility and preserving the space as a community gathering place.

The Theatre closed due to the pandemic on March 17, 2020, but re-opened with reduced capacity in May 2021.

Plumas Arts was able to secure a Shuttered Venues Operator Grant through the U.S. Small Business Administration that allowed Plumas Arts to cover many costs incurred during the 14 month closure, and also covered expenses for newly implemented COVID protocols.

Due to limited audiences, even after capacity limits were lifted in June 2021, Plumas Arts looked to diversify the Theatre's revenue streams to remain viable. Plumas Arts has instituted on-screen advertising for local business and organizations. We have also opened the theatre to private party theatre rentals outside of regularly scheduled movie times.



Aeron Christensen, Theatre Manager

Aeron started with Plumas Arts in August 2021. Aeron screens movies, manages many aspects of the Town Hall Theatre business, and oversees concessions staff.

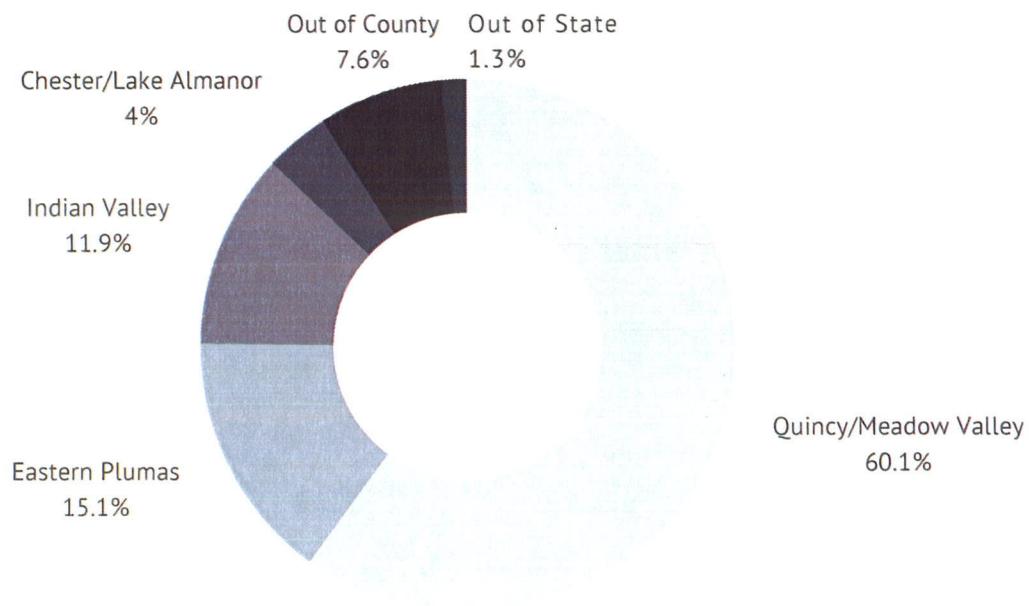
Plumas Arts recognizes and thanks Barbara Stricker for her years of service to the Town Hall Theatre.



MEMBERSHIP

Membership is our lifeblood, supporting all the many programs we provide to all the communities within Plumas County. Membership support makes our work possible.

Members provide ongoing annual or recurring monthly support. During Fiscal Year 2020, Plumas Arts maintained about 850 members.



Membership By Community



We love to support Plumas Arts because they really are "The Heart of the Community." Local art, Artists in Schools Program, Artist Openings, and fabulous events. It is so special to be able to purchase local art from the gallery and attend the diverse events around our beautiful county.

- Van & Diane Bowman

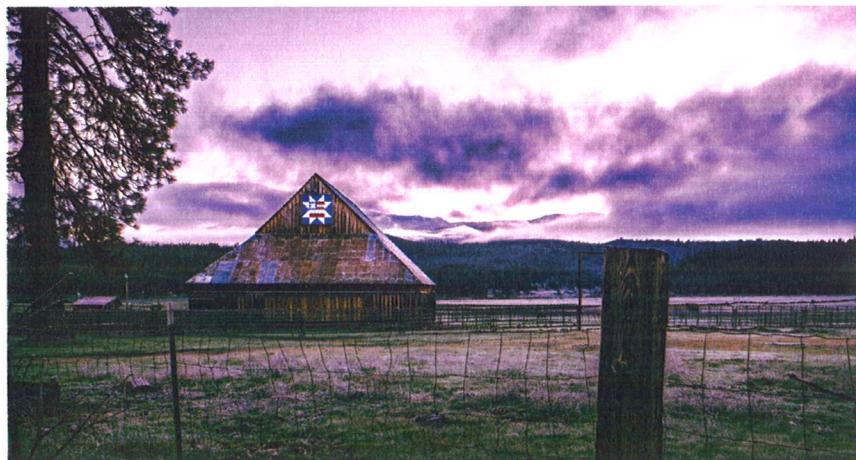
Don & Trisha Aitken	Sarah Frigo & Chris Connell	Randy & Trish Pollard
Jessica Arnold	Sarah Gallagher	James & Barbara Rockett
Katie Bagby & Ron Logan	John & Kitty Gay	Michael Rodreguez
Luke Barnes	Tiffany Gilbert	Dale & Hillary Russell
Susie Bennett	Les Hall	Norberta Schmidt
Robert Blesse	Bob & Peggy Hiss	Elizabeth Schramel
Bob & Lou Boschee	Kathleen Jettlund	Bob & Cherry Shipp
Rodney Boschee	Dianne Jewett	Rob & Rose Shulman
Van & Diane Bowman	Jeff & Tracy Kepple	Rio St. Pierre
Judy Buck	Robert Kimberling	Adrienne Stenson & Scott Davis
Britt Burkholder	John & Linda Kolb	Susan Stephens-Hepp
Ken & Carol Casaday	Andrew Lerner	Larry & Laurne Sternberg
Nancy Cayer	Jane Braxton Little	Rick & Inge Stock
Susan Christensen	Curtis & Lori Lomas	The Taylor Family
Judy Chynoweth	Tom & Pearl McLaughlin	Jeff Wallace
Dani Czuprynski	Bob & Diane Mackel	Betsy Webster
Tom Davis	John Magee	Linda Wilder
Colin & Angela Dillingham	Leslie Mink	In Memory of Jenny Bennett
Lane & Helen Frank	Cindy Mitchell	In Memory of Marvin Schmidt

Thank you to Susie Bennett, Elizabeth Schramel, and Louise Young
for providing baked goods to our events.



BUSINESS AND NON-PROFIT SPONSORS

California Arts Council
County of Plumas
Feather Financial
Feather River College
Feather River College Foundation
Feather River Outdoors
High Sierra Foundation
Little-Kittinger Foundation
Madden Plumbing and Heating
National Endowment for the Arts
Plumas Bank
Plumas County Public Health Agency
Plumas County Office of Education
Plumas District Hospital
Plumas Health Care Foundation
Plumas Rapids Swim Team
Plumas Unified School District
Sierra Pacific Industries
The Toy Store
U.S. Small Business Association

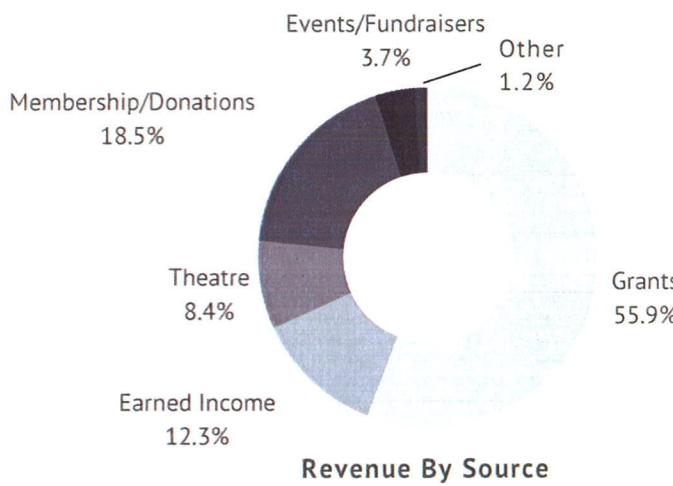


Photograph by Jim McClain

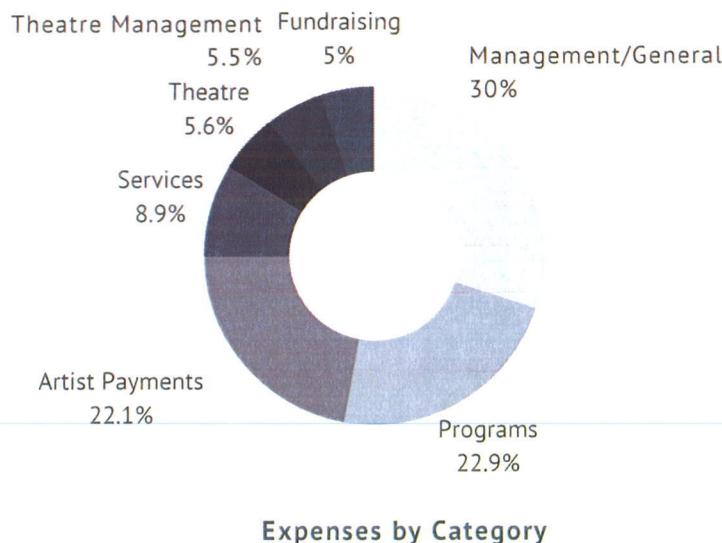
14 FINANCES

Plumas Arts was honored to be the recipient of several grants during Fiscal Year 2020. We received grant funding from:

- **National Endowment for the Arts** through their Challenge America Grant, which provided operating support for rural Art Councils.
- **California Arts Council** as part of their State Local Partnership. Monies received were directed towards operational support, the Poetry Out Loud program, the Artists in the School program, and Coronavirus Aid, Relief, and Economic Security (CARES) Act re-granting program for artist groups of color.
- **Small Business Association** through their COVID Relief Program which was intended to help pay employee salaries during the shutdown.
- **Plumas County Office of Education** as matching funds for our Artists in the Schools Program.



Revenue	
Grants	\$173,553
Earned Income	\$38,300
Theatre	\$26,100
Membership/Donations	\$57,622
Events/Fundraisers	\$11,552
Other	\$3,580
TOTAL	\$310,687



Expenses	
Management/General	\$85,492
Programs	\$58,673
Artist Payments	\$56,392
Services	\$22,864
Theatre	\$14,394
Theatre Management	\$14,139
Fundraising	\$12,854
TOTAL	\$264,798

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Thank you for your support!

Plumas Arts is honored to serve such vibrant communities. We couldn't continue our diverse programming without your support.

Stay informed about our activities by signing up for our email newsletter: plumasarts.org/contact-us

View upcoming events on Plumas Art's Community Events Calendar: plumasarts.org/calendar

Join the Plumas Arts family today!

plumasarts.org/membership

Give the Gift of Art

plumasarts.org/donate

PLUMAS
ARTS

the Heart of Community
www.plumasarts.org

525 Main Street
PO Box 600
Quincy, CA 95971
530.283.3402



Honorable Board of Supervisors

Topic of concern:

Plumas County Public Health website accuracy

I am appealing to you to discuss how to improve the communication between the public and the Public Health department. I believe it is of critical importance to the health and welfare of our community, now and into the future. The management of the Covid epidemic has been erratic and confusing. The vaccine program was the central solution offered to the public. Effective and inexpensive early treatments have been ignored. The public deserves better than what has occurred thus far.

In December of last year I presented Public Health with a research paper comparing their website FAQs page on Covid-19 with my research of current published studies and data (please see attached). In my estimation their data was not currently up to date, even by CDC and NIH standards in some cases. This information they are providing has been key for the public to make informed decisions whether to take the Covid-19 injections.

Public Health emailed a response that basically said they keep their site updated, and representative of the latest science. The Board of Supervisors oversees this department, and thus has some level of direct responsibility for the accuracy of the information the department is posting for the public.

Data continues to emerge confirming other valid viewpoints. The overall socioeconomic impact of this chapter in our lives has been devastating. People are wondering why it happened this way, and are asking difficult questions of the local authorities. Many of us want to be part of the solution, and not simply blame those that apparently thought they were taking the best approach. But we cannot offer support in a vacuum. Here are some points I wish to discuss with you:

Lines of communication- Public Health has not demonstrated interest in any significant open dialogue with the public in regards to this Covid epidemic, even though the data continues to emerge that challenges the viewpoint they espouse.

Censorship and Sanctions- Public Health has represented only one narrow view of evolving science. There is another medical consensus based on significant data held by thousands of prominent physicians and scientists. This view has been severely censored by the corporate media including medical journals. Many of the doctors involved have had their licenses threatened or removed. Somehow this is being ignored by Public Health.

Funding- Significant funding for the CDC, NIH, NIAID, and the WHO comes from Pharmaceutical companies, the same that are making record profits from this ongoing 'emergency'. They also hold zero liability for any vaccine injury. This should be considered blatant conflict of interest. Our public health answers to the state, and the state to these 'captured' federal agencies. This situation is badly eroding public trust.

These three categories of concern should trigger an evaluation of current policy. Public perception and trust in the medical establishment and government entities is significantly damaged. My strong recommendation is that you open the doors of effective and ongoing dialogue, allowing for genuine exchange of views. This is something I and others concerned have been asking for since mid 2020. Science is a fluid process. Public Health has largely disregarded our views as ignorant, and simply not done an effective job of representing a wide range of community members in this difficult matter. I believe we can all do better. Let's start now, by inviting conversations that honor and allow honest and respectful questioning and exchange of ideas and data. I see this as a critical pathway for restoring public faith in the realms of governmental health policy. I would sincerely hope that we won't repeat the current approach for the next inevitable medical emergency.

Thank you for your time. I look forward to this conversation.

Jen Terhune

February 4th, 2022

Plumas County Public Health 'FAQ'S' compared with emerging world data:

Prepared by Jen Terhune

December, 2021

(FAQ's paraphrased or taken out of original context, to shorten - not all questions are addressed here)

1. How do we know the vaccine is safe and effective?

*** "We already know from these studies that all three vaccines are almost 100% effective in preventing hospitalization and death from Covid, and that they are nearly as effective in preventing mild Covid and new infections."

UPDATE: Dr. Fauci recently stated that they are "...seeing a waning of immunity not only against infection but against hospitalizations and to some extent death..."

Due to a recent document release from Pfizer, we now know that these vaccines caused significant adverse events including death in the first 90 days of the vaccination program, and should have been stopped and thoroughly evaluated back then. Vaccines in the past were typically pulled from the market at the 50 death toll mark. The Pfizer covid vaccine alone caused over a thousand deaths in the first 90 days. Typically a vaccine needs to show at least a 50% efficacy, and last one year. These are doing neither. (in Pfizer's clinical trials, there were 20 deaths in the immunized group and 14 in the placebo group)

<https://dailyexpose.uk/2021/12/06/pfizer-documents-reveal-both-pfizer-and-the-fda-knew-the-risks-of-vaccine-adverse-events-and-deaths/>

<https://www.canadiancovidcarealliance.org/media-resources/the-pfizer-inoculations-for-covid-19-more-harm-than-good-2/> -Video-thorough evaluation of Pfizer clinical trials

<https://www.catholicworldreport.com/2021/11/01/doctors-blow-the-whistle-on-vaccine-deaths-and-injuries/>

2. What do we know about side effects?

*** "So far no other side effects have been definitely linked to the vaccines." (blood clots and heart inflammation in women and teens was mentioned as being very rare and being investigated.)

UPDATE: Not only are there mounting (in the thousands) cases of increased cardiac and neurological events in the vaccinated, there are many other adverse events (AE) as well as deaths occurring. The CDC does not recognize a person as fully vaccinated until 14 days post jab, thus they keep (or do not make public at least) no definitive records of the majority of vaccine related injuries or deaths that occur within the first 48 hours. This makes it easy for them to keep claiming little to no deaths are vaccine related. However they do keep records of adverse events in the Medicare population, which shows a definitive correlation to many serious side effects including death.

Under the the state of emergency, any vaccine adverse event is required to be reported by medical professionals. VAERS system of self reporting is under the CDC's auspices, and is meant as an early warning system. There are unprecedented levels of AE and death occurring for Covid in the short window of months, versus 30 years of VAERS reporting. Obviously the CDC does not take it's own AE reporting system seriously.

https://www.ahajournals.org/doi/10.1161/circ.144.suppl_1.10712 - study discussing changes in cardiac tissue

<https://doctors4covidethics.org/wp-content/uploads/2021/12/end-covax.pdf> -causative factors for heart inflammation

<https://renz-law.com/covid-pfizer-whistleblower-data/> -Medicare data

<https://vaersanalysis.info/2021/12/01/vaers-summary-for-covid-19-vaccines-through-11-19-2021/> VAERS data

3. I heard I could still get infected and transmit the virus to someone else, even if I'm vaccinated. Is that true?

*** "It is possible, but we know now that the chance of it happening if you are vaccinated is extremely small."

UPDATE: Since late summer, The CDC clearly states that not only do the vaccines not work to prevent infection, they do not work to prevent transmission. Now they have added that they are not preventing hospitalization or death by any useful measure. In other words they have utterly failed to meet their goals on all counts. The data stemming from dozens of countries and states within the U.S. back up this emerging truth. Now we are told the only solution is to keep taking boosters into the future, likely 4 months apart. The vaccines, even if they did work, may be outdated by the time a new variant arrives on the scene.

<https://dailyexpose.uk/2021/11/06/highest-risk-of-covid-19-death-is-in-the-most-vaccinated-nations/> large multi-nation/US county analysis

<https://www.sciencedirect.com/science/article/pii/S2666776221002581?via%3Dihub>

<https://www.thegatewaypundit.com/2021/12/covid-19-vaccines-not-prevent-transmission-disease-judge-doughtys-ruling-destroys-bidens-vax-mandates/> legal decision based in new data

https://dreddymd.files.wordpress.com/2021/10/salus_humetrix_ve_study_2021_09_28-2.pdf - Medicare breakthrough data

<https://www.medrxiv.org/content/10.1101/2021.11.12.21265796v1> - prison outbreak- Covid

<https://www.msn.com/en-us/health/medical/covid-cases-are-surging-in-the-five-most-vaccinated-states/ar-AAR7UpZ>

<https://brownstone.org/articles/this-is-not-a-pandemic-of-the-unvaccinated/>

4. Is it true that messenger RNA (mRNA) in the Pfizer and Moderna vaccines can interfere with our own DNA?

*** "This isn't true....because it doesn't enter the nucleus of the cell where the DNA is located."

UPDATE: A recent study out of Sweden challenges this notion. The spike protein of the virus does enter the nucleus of the cell, and appears to shut off genes that regulate tumor growth, among other DNA gene changes. There is speculation that the vaccine spike proteins will do the same thing. There is emerging corollary data that shows a huge uptick of cancers post-vaccination.

<https://philosophers-stone.info/2021/12/08/spike-protein-induced-by-covid-vaccines-inhibits-dna-repair-is-linked-to-cancer-finds-major-swedish-study/>

<https://pubmed.ncbi.nlm.nih.gov/34696485/>

<https://www.nutritrust.org/single-post/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients>

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7827936/> study pre-vaccine

5. I am pregnant. Is it ok for me to be vaccinated?

*** "Yes, it is recommended you do!"

UPDATE: There were no pregnant women included in the original clinical trials. It is general practice to not submit any pregnant women to pharmaceutical or medical procedures that are in an experimental phase. This issue is controversial during the Covid pandemic, because there is evidence that some pregnant women suffer serious effects from Covid infections. What's missing from those discussions is encouraging early effective treatments for Covid. But there seems to be no significant studies to assert that it is perfectly safe, or not, to get the Covid vaccine while pregnant. Women should be thoroughly educated prior to making an informed decision. Gynecological changes are being reported worldwide, including excessive menstrual bleeding, and increased miscarriages, birth defects, and still births. Until there is further study, it will not be known if these reports are vaccine related or just the typical levels of occurrence.

<https://www.christianpost.com/news/former-pfizer-vp-urges-pregnant-women-not-to-get-covid-vaccine.html>

6. I already had covid, so why would I need the vaccine?

*** "...because scientists believe that the immunity from vaccination is stronger and lasts longer than the immunity from having the disease."

UPDATE: It has been standard practice to accept immunity post-infection for the majority of viral illnesses, and it is known that immunity to SARS has lasted 17 years now (SARS is the same coronavirus basis of this Covid illness, SARS-CoV-2). There is emerging evidence that Covid-19 immunity from natural infection is outlasting any of the vaccine derived immunity to date, but we are early in the ability to accurately measure that statistic. However we do know that the vaccine immunity has failed after about 4 months.

<https://brownstone.org/articles/79-research-studies-affirm-naturally-acquired-immunity-to-covid-19-documented-linked-and-quoted/>

<https://www.nih.gov/news-events/nih-research-matters/lasting-immunity-found-after-recovery-covid-19>

<https://www.medrxiv.org/content/10.1101/2021.08.24.21262415v1>

<https://thepulse.one/2021/10/15/john-hopkins-medical-prof-explains-natural-covid-immunity-is-very-strong/>

<https://ncrc.jhsph.edu/research/comparing-sars-cov-2-natural-immunity-to-vaccine-induced-immunity-reinfections-versus-breakthrough-infections/>

<https://thepulse.one/2021/11/08/a-list-of-106-peer-reviewed-studies-affirming-the-power-of-natural-covid-immunity/>

<https://thepulse.one/2021/11/02/covid-is-not-a-pandemic-of-the-unvaccinated-as-politicians-claim/>

https://www.theepochtimes.com/if-youve-had-covid-youre-likely-protected-for-life_4169013.html?utm_source=Morningbrief&utm_medium=email&utm_campaign=mb-2021-12-22&mktids=f9a1fe9508e71490beb69882270ae706&est=zAo5vbZ1KM%2FValppgP4tbh1LN6cPYV6gKU8zdr1QYjv3fPzPfdrsmt1rVtD50QRDNg%3D%3D

7. Will the vaccine protect me against variant strains of the coronavirus?

*** "...so far the vaccines are giving good protection against the strains that are circulating in California."

UPDATE: Cases among the fully vaccinated (which are increasing in greater numbers than the unvaccinated) continue to rise throughout the U.S. and the world, particularly during the Delta surge. These vaccines are known as 'Leaky' and will continue to put immune pressure on the virus and generate variants. There is no definitive data to assure that the current vaccines will work on any successive variants.

<https://pubs.acs.org/doi/10.1021/acs.jpcllett.1c03380>

<https://www.voiceforscienceandsolidarity.org/scientific-blog/omicron-the-calm-before-the-tsunami>

Additional resources discussing vaccine risk to children:

https://energycommerce.house.gov/sites/democrats.energycommerce.house.gov/files/documents/Witness%20Testimony_Hoeg_OI_2021.09.22.pdf

<https://www.truthforhealth.org/2021/11/open-letter-to-parents-regarding-pfizer-sars-cov-2-vaccination-of-children/>

<https://www.worldtribune.com/frightening-story-updated-vaers-data-shows-children-teens-dying-from-covid-vaccines/ -VAERS data>

<https://www.medrxiv.org/content/10.1101/2021.07.08.21260210v2.full> - new study on IFR (infection fatality rates) of Covid-19, from Stanford: John Ioannidis

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: nancyselvage@countyofplumas.com



DATE: November 29, 2021

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF FEBRUARY 15, 2022
RE: RESOLUTION TO AMEND THE EMPLOYER CONTRIBUTIONS RATES FOR DEPARTMENT HEADS AND ELECTED OFFICIALS
CalPERS HEALTH INSURANCE PREMIUMS

IT IS RECOMMENDED THAT THE BOARD:

Approve attached Resolution to amend the County's employer contributions rates for the department heads and elected officials, effective the first pay period after Board of Supervisor approved the attached Resolution.

BACKGROUND DISCUSSION:

It has been several years since the department heads and elected officials have received an increase to the employer contributions to health insurance. To be consistent with the other units under the CalPERS health insurance coverage, I propose the following as new rates contributed by the employer for the three tiered plans:

Proposed:	Current:
Single: \$624.60	Single: \$506.20
1+1: \$1,260.00	1+1: \$992.66
Family: \$1,630.56	Family: \$1,511.12

Attached (Exhibit A) is the current 2022 Health Insurance Breakdown for Department Head effective January 2022. Attached (Exhibit B) is the breakdown of what the updated rates for employer contributions will cost each department. These increases to the employer contribution rates are minimal and this update will be consistent with the employees CalPERS employee units' contribution rates.

Thank you for your consideration in this matter

Attachments:

- Exhibit A: 2022 Health Insurance Breakdown for Department Head
- Exhibit B: Proposed Changes to Department Head & Elected Officials Insurance

**RESOLUTION TO AMEND THE COUNTY RESOLUTION TO AMEND THE
EMPLOYER CONTRIBUTIONS RATES FOR DEPARTMENT HEADS AND ELECTED
OFFICIALS CalPERS HEALTH INSURANCE PREMIUMS**

WHEREAS, Plumas County provides amendments to be made by resolution of the Health Insurance employer contributions covering unrepresented Department Heads and Elected Officials; and

WHEREAS, the Human Resources Director is requesting Board of Supervisors approval to adjust the employer contribution rate for the Department Heads and Elected Officials health insurance benefits; and

WHEREAS, the new employer contribution rates for health insurance will be effective the first full pay period after adoption of this Resolution; and

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

The updated employer contribution rates for CalPERS health insurance will be set by the proposed dollar values for each tier as listed below:

Proposed:		Current:	
Single:	\$624.60	Single:	\$506.20
1+1:	\$1,260.00	1+1:	\$992.66
Family:	\$1,630.56	Family:	\$1,511.12

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 15th day of February, 2022 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Exhibit A

2022 Health Insurance Premium Breakdown
 Department Head
 Effective for January 2022 Coverage
 (December Paycheck)

	Single	Employer	Employee	1+1	Employer	Employee	Family	Employer	Employee
PERS Platinum	\$1,057.01	\$447.96	\$609.05	\$2,114.02	\$898.28	\$1,215.74	\$2,748.23	\$1,168.32	\$1,579.91
Dental	\$41.80	\$41.80	\$0.00	\$77.70	\$77.70	\$0.00	\$99.00	\$99.00	\$0.00
Vision	\$13.80	\$13.24	\$0.56	\$13.80	\$13.24	\$0.56	\$13.80	\$13.24	\$0.56
Life	\$3.20	\$3.20	\$0.00	\$3.44	\$3.44	\$0.00	\$3.44	\$3.44	\$0.00
Total	\$1,115.81	\$506.20	\$609.61	\$2,208.96	\$992.66	\$1,216.30	\$2,864.47	\$1,284.00	\$1,580.47

	Single	Employer	Employee	1+1	Employer	Employee	Family	Employer	Employee
PERS Gold	\$701.23	\$447.40	\$253.83	\$1,402.46	\$897.72	\$504.74	\$1,823.20	\$1,167.76	\$655.44
Dental	\$41.80	\$41.80	\$0.00	\$77.70	\$77.70	\$0.00	\$99.00	\$99.00	\$0.00
Vision	\$13.80	\$13.80	\$0.00	\$13.80	\$13.80	\$0.00	\$13.80	\$13.80	\$0.00
Life	\$3.20	\$3.20	\$0.00	\$3.44	\$3.44	\$0.00	\$3.44	\$3.44	\$0.00
Total	\$760.03	\$506.20	\$253.83	\$1,497.40	\$992.66	\$504.74	\$1,939.44	\$1,284.00	\$655.44

Sheriff Only

	Single	Employer	Employee	1+1	Employer	Employee	Family	Employer	Employee
PORAC	\$799.99	\$511.68	\$288.31	\$1,725.00	\$1,077.42	\$647.58	\$2,219.00	\$1,395.44	\$823.56
Dental	\$41.80	\$41.80	\$0.00	\$77.70	\$77.70	\$0.00	\$99.00	\$99.00	\$0.00
Vision	\$13.80	\$13.24	\$0.56	\$13.80	\$13.24	\$0.56	\$13.80	\$13.24	\$0.56
Life	\$3.20	\$3.20	\$0.00	\$3.44	\$3.44	\$0.00	\$3.44	\$3.44	\$0.00
Total	\$857.80	\$569.92	\$288.87	\$1,819.94	\$1,171.80	\$648.14	\$3,701.44	\$1,511.12	\$824.12

Proposed Changes to Department and Elected Officials Health Insurance Employer Contribution Rates

EXHIBIT B

Health Insurance Dept Head Elected Officials

				Current	Proposed	Increase	Annual
Tony Hobson	Behavioral Health	DH Gold 1+1	4642	1/1/2022	\$ 992.66	\$ 1,260.90	\$ (268.24) \$ (3,218.88)
Jeff Engel	Board Of Supervisor	DH Gold 1+1 125	4665	1/1/2022	\$ 992.66	\$ 1,260.90	\$ (268.24) \$ (3,218.88)
Kevin Goss	Board Of Supervisor	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Charles White	Building	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Michelle Blackford	Child Support Services	CalPERS Gold	4664	1/1/2022	\$ 506.20	\$ 624.60	\$ (118.40) \$ (1,420.80)
Marcy Demartile	Clerck Recorder	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Gabriel Hydrick	County Administrator	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Gretchen Stuhr	County Council	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
John Steffanic	Fair	DH Gold 1+1 125	4665	1/1/2022	\$ 992.66	\$ 1,260.90	\$ (268.24) \$ (3,218.88)
Nancy Selvage	Human Resources	DH Gold Single	4641	1/1/2022	\$ 506.20	\$ 624.60	\$ (118.40) \$ (1,420.80)
Lindsay Fuchs	Library	DH Platinum Single 125	4664	1/1/2022	\$ 506.20	\$ 624.60	\$ (118.40) \$ (1,420.80)
Tracy Ferguson	Planning	DH Platinum Single 126	4664	1/1/2022	\$ 506.20	\$ 624.60	\$ (118.40) \$ (1,420.80)
Kevin Allred	Probation	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Dana Loomis	Public Health	DH Gold Single 125	4664	1/1/2022	\$ 506.20	\$ 624.60	\$ (118.40) \$ (1,420.80)
Todd Johns	Sheriff	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Neal Caiazzo	Social Services	DH Gold Family 125	4666	1/1/2022	\$ 1,284.00	\$ 1,630.56	\$ (346.56) \$ (4,158.72)
Juile White	Tax Collector	DH Gold 1+1 125	4665	1/1/2022	\$ 992.66	\$ 1,260.90	\$ (268.24) \$ (3,218.88)
					\$ (4,437.44)	\$ (53,249.28)	\$ (4,437.44) \$ (53,249.28)

Additional Cost to County

New 2022 Insurance Plan Rates

As of December 21, 2021

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: nancyselvage@countyofplumas.com



DATE: February 9, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF FEBRUARY 15, 2022.
RE: ADOPT RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE CONFIDENTIAL EMPLOYEES ASSOCIATION

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution Ratifying the Memorandum of Understandings (MOUs) for the Plumas County Confidential Employees Association for the period of July 1, 2021 through June 30, 2023.

BACKGROUND AND DISCUSSION:

The County negotiation team lead by Jack Hughes and the Confidential Employees Association lead by Kristina Rogers, have worked to bring forward this agreement for your approval. As noted above, this agreement is for the time-period of July 1, 2021 through June 30, 2023.

Highlights from the tentative MOU for the Confidential Employees Association includes the following new agreed upon conditions:

WAGE AND RELATED UPDATES:

Section 1.10 – Probationary Appointment

The following fourth paragraph will be added to Section 1.10: Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in the classification counted towards their probationary period.

2.01 Salary WAGE:

The County shall increase base wages by 2.5% for each represented classification the first full pay period following Board of Supervisors adoption of this Agreement.

The County shall pay all members of the bargaining unit a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement.

Section 4.01(a) – Health Insurance - Active Employee Health Plan

County paid health insurance is a benefit exclusively for eligible probationary and permanent employees.

Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only:	\$624.60
Employee Plus One:	\$1,260.90
Full Family:	\$1,630.56

Section 5.06 – Holidays

“The following holidays are recognized holidays. On such holidays, employees shall be entitled to time off with regular pay:

1. January 1, New Year's Day;
2. The third Monday in January, M.L. King Day;
3. February 12, Lincoln's Birthday;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May; ~~which is the legal observance of~~ Memorial Day;
6. June 19, Juneteenth;
7. July 4, Independence Day;
8. The first Monday in September, Labor Day;
9. The second Monday in October, Columbus Day;
10. November 11, Veterans' Day;
11. The day in November that is the legal observance of Thanksgiving;
12. The day in November following Thanksgiving;
13. December 24, Christmas Eve; except that when December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;
14. December 25, Christmas Day; and
15. Every day appointed by the President of the United States or the Governor of this State as a special one-time holiday.
16. Three (3) floating holidays to be approved in advance by the Department Head.
17. Each unit employee shall be entitled to take a day off with pay to commemorate his/her birthday, provided it has been approved in advance by the employee's department head and further provided the day off is taken within the same calendar month as the birthday occurs. An employee's request shall not be unreasonably denied. No employee shall receive pay instead of or in-lieu of taking the birthday off. This provision shall continue only for the duration of the MOU.

If January 1st, February 12th, June 19th, July 4th, November 11th or December 25th falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls on a Saturday, the preceding Friday shall be a holiday.

Section 9.04 – Term

This Agreement will be effective from July 1, 2021 to June 30, 2023.

A copy of the Confidential Employees Association Memorandum of Understanding is on file with the Clerk of the Board. The new MOUs includes Appendix A, list of the Associations Job Classifications.

At this time, I respectfully request approval of the Resolution to ratify the Memorandum of Understanding for the Confidential Employees Association.

RESOLUTION NO. 2022 - _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS
BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY
CONFIDENTIAL EMPLOYEES ASSOCIATION**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Confidential Employees Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours, terms, and conditions of employment, for the Plumas County Confidential Employees Association. The period covered under this tentative agreement is July 1, 2021 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Confidential Employees Association.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Plumas County Confidential Employees Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

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 15th day of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Item 5A4

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: January 19, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF FEBRUARY 15, 2022.
RE: Introduce and waive first reading of Ordinance Amending Article 2 of Chapter 5 of
Title 2 of Plumas County Code (Salaries: Elected Officials)

IT IS RECOMMENDED THAT THE BOARD:

Introduce and waive first reading of Ordinance approving a one-time ten percent (10%) cost of living adjustment and an ongoing wage adjustment based on April's Urban Consumer Price Index (CPI) for July 1 of each year.

BACKGROUND AND DISCUSSIONS

It has been several years since the Elected Officials have received a wage adjustment. The attached Ordinance is introduced to provide compensation adjustments to Elected Officials pay schedules and a plan for ongoing COLAs based on the April's CPI on an annual basis, effective July 1st.

Below are two tables, one with current pay schedule and the other with the recommended 10% pay schedules.

Current Pay Schedule	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ASSESSOR	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89
AUDITOR/CONTROLLER	\$37.12	\$0.00	\$0.00	\$0.00	\$0.00	\$38.98	\$40.93	\$42.97	\$45.12	\$47.38
BOARD OF SUPERVISORS-CPI 2014	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$24.35	\$25.56	\$26.84	\$28.19
BOARD OF SUPERVISORS-CPI 2018	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-NON PERS	\$28.19	\$0.00	\$0.00	\$0.00	\$0.00	\$29.60	\$31.08	\$32.64	\$34.27	\$35.98
BOARD OF SUPERVISORS-PERSABLE	\$26.36	\$0.00	\$0.00	\$0.00	\$0.00	\$27.68	\$29.06	\$30.51	\$32.04	\$33.64
CLERK-RECORDER	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89
DISTRICT ATTORNEY	\$48.43	\$0.00	\$0.00	\$0.00	\$0.00	\$50.85	\$53.39	\$56.06	\$58.87	\$61.81
SHERIFF/CORONER	\$45.77	\$0.00	\$0.00	\$0.00	\$0.00	\$48.06	\$50.47	\$52.99	\$55.64	\$58.42
TREASURER/TAX COLLECTOR	\$35.96	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$39.64	\$41.63	\$43.71	\$45.89

10% COLA Pay Schedule	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ASSESSOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
AUDITOR/CONTROLLER	\$40.83	\$0.00	\$0.00	\$0.00	\$0.00	\$42.88	\$45.02	\$47.27	\$49.63	\$52.12
BOARD OF SUPERVISORS-CPI 2014	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-CPI 2018	\$26.72	\$0.00	\$0.00	\$0.00	\$0.00	\$28.06	\$29.46	\$30.93	\$32.48	\$34.10

BOARD OF SUPERVISORS-NON PERS	\$31.01	\$0.00	\$0.00	\$0.00	\$0.00	\$32.56	\$34.19	\$35.90	\$37.70	\$39.58
BOARD OF SUPERVISORS-PERSABLE	\$28.99	\$0.00	\$0.00	\$0.00	\$0.00	\$30.44	\$31.97	\$33.56	\$35.24	\$37.00
CLERK-RECORDER	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
DISTRICT ATTORNEY	\$53.27	\$0.00	\$0.00	\$0.00	\$0.00	\$55.94	\$58.73	\$61.67	\$64.75	\$67.99
SHERIFF/CORONER	\$50.35	\$0.00	\$0.00	\$0.00	\$0.00	\$52.87	\$55.51	\$58.29	\$61.20	\$64.26
TREASURER/TAX COLLECTOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48

I recommend approving this 10% COLA for the Plumas County Elected Officials. If we do not act know to increase the base wages on the pay schedule, we may find it difficult to keep and when needed, attract qualified individuals.

CPI Annual Increases

To keep up with ongoing cost of living increases, I recommend the Board of Supervisors adopt the attached Ordinance that includes both the wage increases to the Elected Officials pay schedule, but also adopt an annual Consumer Price Index (CPI) Urban Consumer as reported for April each year. This CPI COLA will be effective July 1st of each year. The month of April Urban Consumer Price Index report provides the percentage increase and on occasion decrease to the pay schedule.

Human Resources department will continue to provide the annual CPI adjustments to pay schedules and provide this information to the various Elected Officials, effective July 1st on an annual basis.

Attachments:

Exhibit A: Ordinance for Elected Officials Wage Adjustments

ORDIANCNACE NO. 21-_____

**AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5 OF TITLE 2
OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION I. Article 2 of Chapter 5 of Title 2 of the Plumas County Code is amended to read as follows:

ARTICLE 2 SALARIES: ELECTED OFFICIALS

SECTION 2 – 5.201 Assessor

The salary of the Assessor shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.202 Auditor/Controller

The salary of the Auditor/Controller shall be \$84,926.40 as of February 15, 2022.

SECTION 2 – 5.203 County Clerk/Recorder

The salary of the County Clerk/Recorder shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.204 District Attorney/Public Administrator

The salary of the District Attorney/Public Administrator shall be \$110,801.60 as of February 15, 2022.

SECTION 2 – 5.206 Sheriff/Coroner

The salary of the Sheriff/Coroner shall be \$104,728.00 as of February 15, 2022.

SECTION 2 – 5.207 Treasurer/Tax Collector

The salary of the Treasurer/Tax Collector shall be \$82,264.00 as of February 15, 2022.

SECTION 2 – 5.208 BENEFITS for ELECTED OFFICIALS (UNCHANGED)

SECTION 2 – 5.209

The salary for each elected official shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison.

SECTION II. Operative Date: Effective Date: Publication: Codification

The Operative Date of this Ordinance is February 15, 2022.

The Ordinance shall become effective 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 (1) 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. Section I of this Ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 15th day of February, 2022, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 1st day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Item 5B

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mapple, P.E., Director Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



AGENDA REQUEST

for the February 15, 2022 meeting of the Plumas County Board of Supervisors

Date: February 7, 2022

To: Honorable Board of Supervisors

From: John Mapple, Director of Public Works

Subject: Authorize Design Build Entity Construction Agreement for Plumas County Corrections Facility; discussion and consider authorization.

A handwritten signature in blue ink that reads "John Mapple".

BACKGROUND:

The State of California enacted Assembly Bill 109 in 2011 also known as public safety realignment. This historic reform shifted incarceration and supervision responsibility for many lower-level felons from the state prison system to county sheriffs' supervision. The State of California realized that putting the burden on counties to house inmates with much longer sentences could be problematic from a standpoint of the current physical plant for many counties throughout California. The State of California passed Senate Bill 844 in June of 2016 to provided funds through the use of lease revenue bond financing program in order to construct and renovate adult local criminal justice facilities. Through a competitive process with other counties of a similar size, Plumas County secured a \$25,000,000 state lease revenue bond to replace the existing Plumas County Jail.

The County is constructing a new 60 bed jail in order to replace the existing jail originally built in 1976 that is well beyond its life span. The new jail will provide the county the ability to house and classify higher custody inmates in a much safer manner for both staff and inmates. The facility will also provide proper space for treatment, programming, and support space in order for staff to operate the facility in a more efficient manner. Also included in this project will be a Day Reporting Center which will provide staff offices and treatment spaces for individuals released from custody.

The Board of Supervisors adopted Resolution 17-8226 authorizing submission of an application for SB863 Adult Local Criminal Justice Facilities Construction Financing Program with funding assurances for matching funds to satisfy the County's contribution. On June 21, 2017 Plumas County Sheriff's office received notification that it had been conditionally awarded \$25,000,000 from the State Board of State Community Corrections (BSCC) through SB844.

The Plumas County Sheriff's office requested and the Board of Supervisors approved an agreement with Carter Goble Associates, LLC (CGL) for Architectural and construction management services in connection with the new Plumas County Correctional Facility executed July 18, 2017 with compensation not to exceed \$2,406,000.

The request for qualifications for Design Build Entities (DBE) was advertised March 18, 2021 with three qualified DBE's responding. All three DBE's moved into the Request for Proposal Phase and submitted responses by August 31, 2021. Ultimately one of the DBE's dropped out leaving two DBE's to select from. Through a scoring selection process for each team, the County selected Clark/Sullivan Broward and Arrington Watkins Architects and intent to award was issued September 16, 2021.

The Design Build Entity Agreement has been approved as to form by County Counsel and is attached for reference.

FISCAL IMPACT:

The new Jail and Day Reporting Center will be funded primarily by the State of California through Senate Bill 844 funding of \$25,000,000. In addition, the County's General Fund will need to fund an additional \$390,000 to meet the state project funding requirements. Plumas County Board of Supervisors authorized adequate matching funds in Resolution 17-8226 dated February 7, 2017 and Resolution 18-8309 dated February 6, 2018. Additionally, the County's General Fund will provide monthly adequate cash flow to pay invoices from the Design Build Entity prior to the County being reimbursed from the Board of State Community Corrections (BSCC). The Department of Public Works is providing project oversight assistance to the Sheriff's Office on a reimbursable basis. The jail project is not a part of the Department of Public Works' annual budget.

RECOMMENDATION:

The committee which evaluated the Design Build Proposals which included staff from the Sheriff Office and Public Works Departments respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Design Build Entity Agreement to Clark/Sullivan Broward and Arrington Watkins Architects for the new Plumas County Correctional Facility in the amount of \$22,382,213.

Attachment: Design Build Entity Agreement for Plumas Correctional Facility

Copies of the above documents are available for public viewing, during normal office hours between 8am-5pm Monday thru Friday, at

Dept of Public Works
1834 E. Main St.
Quincy, CA 95971

Office of the Clerk of the Board
520 Main St, Rm #309
Quincy, CA 95971

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

AGENDA REQUEST

for the February 15, 2022 Meeting of the Board of Supervisors

Date: **February 7, 2022**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services related to collection fees, which shall cover curbside collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.



PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.**
- 2. Enable commentary by the franchise contractor, Feather River Disposal.**
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.**
- 4. Consider the adoption of the attached proposed Resolution to Increase Rates by 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in**

Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.

BACKGROUND:

2020:

On June 16, 2020, the Director of Public Works recommended a 3.30% rate increase for residential collection, and 3.30% rate increase (commercial collection). The Board of Supervisors adopted the Rate Increase Resolution for solid waste services related collection fees, which cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal. Resolution No. 20-8497, may be viewed on the Plumas County website at: <https://www.plumascounty.us/2616/Public-Documents>

2021:

On March 15, 2021, Feather River Disposal submitted an Audited Financial Statement for the Period Ending December 31, 2020. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, R3 Consulting Group (R3), requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 2.46%, based upon increased operational costs.

Plumas County Legal Counsel notified the Solid Waste Division of the Department of Public Works that a proposed settlement had been reached in a legal action brought by Feather River Disposal against Plumas County. This settlement includes a 2.33% Rate increase over the next five (5) years (from the implementation of the new rates.)

In addition, a 2.50% increase in the Franchise Fees paid by Feather River Disposal that was initiated by Plumas County on January 1, 2019 has been deemed to have been put into place without using proper Proposition 218 procedures, and as a "pass-through" cost per the current Franchise Agreement between Plumas County and Feather River Disposal, should have been included at that time as a Rate increase.

On December 21, 2021, the Board of Supervisors considered a resolution to adopt the stipulated 7.29% Rate Increase. The Board of Supervisors moved to continue discussion on this matter and the consideration of the adoption of the resolution to the regular meeting of January 18, 2022.

2022:

On January 18, 2022, Supervisor Hagwood pulled the agenda item and resolution to adopt the stipulated rate increase and continued it to the regular meeting of February 15, 2022.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increases described above are summarized as follows:

- 7.29% (residential collection) and
- 7.29% (commercial collection)

Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 7.29% rate increase for those services was considered and approved by the Board of Supervisors at the July 7, 2021 Board of Supervisors meeting.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On May 25, 2021, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 7.29% Rate increase to the Board of Supervisors.

PUBLIC NOTICE:

On July 20, 2021, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with the Proposition 218 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. (serving Franchise Area No. 1) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees and has directed Public Works staff to implement the notification actions associated with Prop. 218. On October 27, 2021, the franchise contractor, Feather River Disposal mailed notices of a public hearing to 2744 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 20-8497 dated and, approved at the public hearing held June 16, 2020
- 2020 FRD Audited Financial Statements
- 2021 Refuse Rate Index (RRI) Adjustments, Final Report dated May 27, 2021
- FRD Proposed 2021 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or

- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>

RECOMMENDATION:

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 7.29% Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING: (2744 Copies mailed October 27, 2021)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 1

RESOLUTION NO. 22-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on June 16, 2020, did adopt Plumas County Resolution No. 20-8497, thus revising the fee schedules for collection, transfer and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on October 27, 2021 the Franchise Contractor for Service area No.1, mailed notices of a public hearing to two-thousand seven-hundred and forty-four (2744) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

WHEREAS, on July 20, 2021 a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, six (6) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 20-8497.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 20-8497, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.
- (b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

- (1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$23.61 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$32.10 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$41.61 for one collection per week.
- (2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$22.99 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$45.78 each per collection. Each tire shall be charged per collection: \$5.06 [sixteen (16") inches or less]; \$9.78 [more than sixteen (16") inches but less than twenty (20") inches]; \$22.99 [more than twenty (20") inches].
- (3) **Residential billing.** Each new residential collection account shall be charged \$9.78 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.
- (4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$91.58 for one collection per week; a monthly fee of \$182.89 for two (2) collections per week; a monthly fee of \$274.91 for three (3) collections per week; a monthly fee of \$366.61 for four (4) collections per week; and a monthly fee of \$458.31 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$24.61, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$25.44. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$34.59. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$47.39. Monthly charges for waste-wheelers are double the above if collection is twice per week.
- (5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.
- (6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.
- (c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$99.18 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$61.07 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 15th day of February 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES

Comparison of Rates:

(1) Previous Rate as of June 2020

(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment: +2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
Residential Base Rate		
New Service Fee	\$9.12	\$9.78
Delivery Fee	\$10.54	\$11.31
35-gallon waste wheeler	N/A	\$23.61
64-gallon waste wheeler	\$29.92	\$32.10
96-gallon waste wheeler	\$38.78	\$41.61
Waste wheeler rental	No Fee	
Extra White (kitchen) Bag	\$2.09	\$2.26
Extra Black (lawn) Bag	\$4.17	\$4.50
Extra 1 CY	\$20.31	\$21.92
Replace waste wheeler	\$26.34	Cost + 15% + Delivery Fee
Commercial Base Rate - Bins (per month)		
1 cubic yard bin (once per week)	\$85.36	\$91.58
1 cubic yard bin (twice per week)	\$170.46	\$182.89
1 cubic yard bin (3 times per week)	\$256.23	\$274.91
1 cubic yard bin (four times per week)	\$341.70	\$366.61
1 cubic yard bin (five times per week)	\$427.17	\$458.31
One time pick up	\$22.94	\$24.61
1.5 cubic yard bin (once per week)	\$113.18	\$121.43
1.5 cubic yard bin (twice per week)	\$226.00	\$242.48
1.5 cubic yard bin (3 times per week)	\$339.72	\$364.49
1.5 cubic yard bin (4 times per month)	\$452.71	\$485.71
One time pick up	\$34.41	\$36.92
2 cubic yard bin (once per week)	\$170.71	\$183.15
2 cubic yard bin (twice per week)	\$340.91	\$365.76
2 cubic yard bin (3 times per week)	\$512.45	\$549.81
2 cubic yard bin (4 times per week)	\$683.39	\$733.21
2 cubic yard bin (5 times per week)	\$854.33	\$916.61
One time pick up	\$45.88	\$49.22
3 cubic yard bin (once per week)	\$256.07	\$274.74
3 cubic yard bin (twice per week)	\$511.37	\$551.87
3 cubic yard bin (3 times per week)	\$768.68	\$824.72
3 cubic yard bin (4 times per week)	\$904.00	\$969.90
3 cubic yard bin (5 times per week)	\$1,130.00	\$1,212.38
One time pick up	\$68.82	\$73.84

TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES

Comparison of Rates:

(1) Previous Rate as of June 2020

(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment: +2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
4 cubic yard bin (once per week)	\$341.43	\$366.32
4 cubic yard bin (twice per week)	\$681.82	\$731.52
4 cubic yard bin (3 times per week)	\$1,024.90	\$1,099.62
4 cubic yard bin (4 times per week)	\$1,207.24	\$1,295.25
4 cubic yard bin (5 times per week)	\$1,509.05	\$1,619.06
Commercial Base Rate - Roll-Off Bins (per week)		
Bin Delivery Charge	\$55.31	\$59.34
15 cubic yard bin	\$303.74	\$325.88
20 cubic yard bin	\$400.82	\$430.04
25 cubic yard bin	\$473.08	\$507.57
30 cubic yard bin	\$522.50	\$560.59
35 cubic yard bin	\$602.42	\$646.34
Daily Inactivity Charge	\$26.34	\$28.26
Relocate Bin (per event)	\$89.49	\$96.01
Trip Charge (non-collection)	\$37.93	\$40.70
Commercial Base Rate - Waste Wheelers		
35-gallon waste wheeler	N/A	\$25.44
64-gallon waste wheeler	\$32.24	\$34.59
96-gallon waste wheeler	\$44.17	\$47.39
Waste wheeler rental	No Fee	
Replace waste Wheeler	\$26.34	Cost + 15% + Delivery Fee
Special Travel Charge (per hour)	\$92.44	\$99.18



PUBLIC NOTICE

OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., December 21, 2021

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal (Solid Waste Franchise Area No.1).

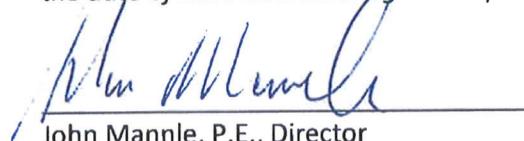
If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for curbside collection for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **7.29%** beginning on December 21, 2021, and commercial solid waste collection fees will increase by **7.29%** beginning on December 21, 2021. These rate changes apply to the area serviced by Feather River Disposal only, not Intermountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Services District, which have separate (non-County) contracts with Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:

<http://plumascounty.us/DocumentCenter/View/38227/Proposed-CurbSide-Rate-Table-9-23-21>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.



A handwritten signature in blue ink, appearing to read "John Mannie".

John Mannie, P.E., Director

Plumas County Department of Public Works
Solid Waste Division

**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

AGENDA REQUEST

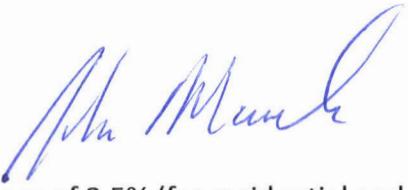
for the February 15, 2022 Meeting of the Board of Supervisors

February 7, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 2.5% (for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., (IMD) serving Franchise Area No. 2.



PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 2.5% at transfer stations (for residential and commercial customers self-hauling solid waste to the Plumas County transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor Intermountain Disposal, Inc., serving Franchise Area No. 2.*
- 2. Enable commentary by the franchise contractor, Intermountain Disposal, Inc.*
- 3. Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
- 4. Consider the adoption of the attached, proposed Resolution to Increase Rates by 2.5% at Franchise Area No. 2 Transfer Stations.*

BACKGROUND:

The Solid Waste Program is funded, in part, by the Franchise Fee. This fee is stipulated as a percentage of the contractor's total revenue for a given year and adjustments to the Franchise Fee are made yearly (as needed) by an independent analysis as detailed in the Franchise Agreement between InterMountain Disposal and Plumas County. In 2018, the Director of Public Works increased the franchise fee from 6% to 8.5% via line item in the County budget, taking effect on January 1, 2019. This action was not in line with the Franchise Fee rate increase procedure described in the Franchise Agreement between InterMountain Disposal and Plumas County. For the 2020-2021 financial year, annual independent Refuse Rate Index evaluation per the franchise agreement determined that IMD was not entitled to a RRI increase.

PROPOSED RATE INCREASE SUMMARY FOR IMD:

The cumulative proposed fee increases described above are summarized as follows:

- 2.5% (residential and commercial customers self-hauling to transfer stations).

CONSIDERATION BY THE SOLID WASTE TASK FORCE

On January 25, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed fee increase matters and make a recommendation to the Board of Supervisors. The Solid Waste Task Force subsequently recommended that the Board of Supervisors to adopt the resolution.

PUBLIC NOTICE

On February 4, 2022, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with Proposition 13 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Intermountain Disposal, Inc. (serving Franchise Area No. 2) for residential and commercial customers self-hauling to Plumas County transfer stations located in Delleker and Graeagle, and directed Public Works staff to implement the notification actions associated with Prop. 13.

PUBLIC DOCUMENTS

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 20-8496
- IMD 2020 Audited Financial Statements
- IMD 2021 Refuse Rate Index (RRI) – Final report dated May 27, 2021
- Proposed Rate Increase (Exhibit A),

Agenda Request

IMD – Proposed Rate Increase – Transfer Station

Page 3

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>

RECOMMENDATION:

The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations located in Delleker and Graeagle (within Franchise Area No. 2), operated by franchise contractor Intermountain Disposal.

ATTACHMENTS:

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed Resolution for Transfer Station Rate Increase
- Letter from Chair of Solid Waste Task Force

RESOLUTION NO. 22-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF- HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.)

WHEREAS, the Plumas County Board of Supervisors, on June 16, 2020 , did adopt replacement Resolution No. 20-8496 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of Intermountain Disposal for a rate increase was considered at the duly noticed public hearing held on February 15, 2022, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 20-8496.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 20-8496, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be \$10.05 for the equivalent of two (2) cans or standard containers; \$15.35 for the equivalent of three (3) cans; and \$19.35 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$20.45;
- (II) Compact pickup truck: \$25.45;
- (III) Compact pickup truck with sideboards: \$32.15;
- (IV) Standard-sized pickup truck: \$31.05;
- (V) Standard-sized pickup truck with sideboards: \$38.40;
- (VI) Larger trucks: \$22.35 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$17.35;
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$32.15 maximum;
- (III) Each tire sixteen (16") inches or less: \$3.80; Each tire seventeen (17") inches to twenty (20") inches: \$9.15; Each tire more than twenty (20") inches: \$16.85;
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$24.85; Each stump thirteen (13") to twenty-four (24") inches: \$49.70; Each stump more than twenty-four (24") inches: \$74.60;
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$4.15;
- (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$92.50 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 15th day of February, 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., February 15, 2021

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by InterMountain Disposal (Solid Waste Franchise Area No.2).

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for curbside collection for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by 2.5% beginning on July 1, 2022, and commercial solid waste collection fees will increase by 2.5% beginning on July 1, 2022. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Services District, which have separate (non-County) contracts with Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:

<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 13, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.



John Mannle, P.E., Director
Plumas County Department of Public Works
Solid Waste Division

INTERMOUNTAIN DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

Exhibit A

Description of Service	Current Rates		2021 Rate Adjustment
	All		Proposed Transfer Station Rate
Transfer Station Unload Fees			
Two cans or standard containers	\$9.81		\$10.05
Three cans or standard containers	\$14.96		\$15.35
Four cans or standard containers	\$18.87		\$19.35
Station Wagon	\$19.96		\$20.45
Compact Truck	\$24.83		\$25.45
Compact Truck with Side Boards	\$31.38		\$32.15
Standard Size Pickup Truck	\$30.29		\$31.05
Standard Size Pickup Truck with Side Boards	\$37.48		\$38.40
Larger Trucks (per CY)	\$21.81		\$22.35
Transfer Station - Large and Restricted Items			
Washer, dryer, standard fridge, single mattress	\$16.94		\$17.35
Deep freezer, double mattress	\$31.38		\$32.15
Tire - 16" or less	\$3.73		\$3.80
Tire - 16.1" to 20"	\$8.92		\$9.15
Tire - 20" or more	\$16.42		\$16.85
Tree Stumps			
12" or less	\$24.22		\$24.85
13" to 24"	\$48.50		\$49.70
Greater than 24"	\$72.76		\$74.60
Cathode Ray Moniter or TV	\$4.04		\$4.15
Compacted Loads (per ton)	\$90.22		\$92.50



PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
John Sciborski, Chair

MEMORANDUM

Jan. 25, 2022

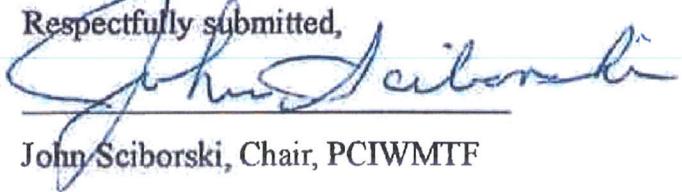
From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for
Solid Waste Franchise Area No. 2
To: Plumas County Board of Supervisors

On Tuesday, January 25, 2022, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of an issue brought to the Task Force by solid waste staff regarding the procedures that were used to increase the franchise fees for the County's franchise contractor, InterMountain Disposal, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF endorses the proposal by Plumas County's solid waste staff, and agreed to by Plumas County Counsel, to approve a rate increase for Solid Waste Franchise Area No. 2 in the amount of 2.50%, which is the same increase that Plumas County imposed on its franchise contractors in 2019 without the benefit of the proper procedures ordinarily required for such an increase. This franchise fee-related increase has already been incorporated into rate increase proceedings for Franchise Area No. 1 in the past few months.

Respectfully submitted,



John Sciborski
John Sciborski, Chair, PCIWMTF



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: **February 2, 2022**

TO: **Honorable Board of Supervisors**

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

RE: **Agenda Item for the meeting of February 15, 2022**

RECOMMENDATION:

Approve \$50,000.00 budget transfer for the 2019 Homeland Security Grant budget (dept 70345). Transfer from fixed asset account #542203 to fixed asset account #542200 and to service & supply account #521250.

Authorize fixed asset purchase of six (6) mobile radios not to exceed the amount of \$31,491.00 from the 2019 Homeland Security budget (dept 70345).

BACKGROUND & DISCUSSION:

This is a budget transfer request for the 2019 Homeland Security Grant to allow for expenditures as per the grant award agreement. The item originally budgeted for \$50,000.00 in the fixed asset account could not be obtained because of supply issues. The funds budgeted for that item need to be transferred out with \$31,491.00 being transferred to purchase different fixed asset items and \$18,509.00 being transferred to service & supply account.

Board of Supervisors approval is needed to purchase the six fixed asset mobile radios from Motorola for an amount not to exceed \$31,491.00

This matter is time sensitive as the grant expenses need to be incurred per the grant award.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: HOMELAND SECURITY

Dept. No: 70345

Date 1/27/2022

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) GRANT BUDGET MODIFIED DUE TO INABILITY TO OBTAIN ORIGINAL ITEMS BUDGETED BECAUSE OF SUPPLY ISSUES

B) FUNDS MUST BE SPENT ACCORDING TO GRANT REQUIREMENTS & GRANT HAS BEEN MODIFIED TO ALLOW FOR THIS TRANSFER

C) GRANT ENDS THIS FISCAL YEAR AND FUNDS MUST BE SPENT OR REVERTED BACK TO GRANTOR

D) N/A

Approved by Department Signing Authority:

Ron Dowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Bianca Hannon

2/1/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

**COUNTY ADMINISTRATOR**

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORTFor the February 15th, 2022 meeting of the Plumas County Board of Supervisors**Subject:** 2021/22 FY Budget- MidYear Review**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel**From:** Gabriel Hydrick, County Administrator**Date:** 2/10/2022

Please find attached the midyear budget presentation:

- Historical budget report
- Income Statement
- Supplemental budget submission
- Departmental narratives

Item 6A

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date



Mark Satterfield, M.D.
Health Officer
County of Plumas

Item 6B

To: The Honorable Plumas County Board of Supervisors
From: Plumas County Chambers and Associated Visitors Centers
Date: February 7, 2022
Re: LETTER OF INTENT TO FORM THE PLUMAS COUNTY CHAMBER COALITION

This Letter of Intent serves to inform Plumas County Board of Supervisors (BOS), that the four Plumas County Chambers of Commerce: Lake Almanor Area Chamber and Visitors Center, Quincy Chamber of Commerce, Lost Sierra Chamber and Visitors Center, and Indian Valley Chamber of Commerce have come together to plan, organize and form an overarching organization henceforth known as ***The Plumas County Chamber Coalition***. The intent of this declaration is to seek and secure financial support from the BOS as part of the mid-year budget analysis (and ARPA funds) as well as on a sustainable and ongoing basis in the annual budget cycle.

GOALS & OBJECTIVES

- o Increase the resilience of Chamber members
 - develop disaster recovery services to include a post disaster public relations campaign
- o Form a 501(c).3 organization to garner public funds, grants and donations
- o Create value for Chambers and their membership
 - Expand the use of technology and virtual presence
 - Economies of scale through shared resources
 - Sharing information and calendar of events
 - Membership in larger associations & trade and industry shows
 - Staff Development

MEASURABLE RESULTS (ROI)

- o Provide annual statistics to assist with evaluating ROI to include:
 - Visitor Center data including:
 - membership, visitor data, sponsorship
 - Event and activity participation
 - Increased TOT, property and sales tax data

While all communities experience changes that affect their economic viability, Plumas County has had the trifecta of threat: biological, economic and environmental. This letter of intent is an effort to rebuild, transform and grow by forming the Plumas Chamber Coalition and enlisting the partnership of the County*. In support of this effort, the Chamber Coalition requests the Plumas County Board of Supervisors allocate funds:

- A mid-year budget revision allocation in the amount of \$100,000
 - o a fast track PR campaign of \$50,000 to overcome the burn-scar image of Plumas County (in collaboration with FRTA)
- A July allocation in the amount of \$100,000 from the General Budget or ARPA Funds as part of the Fiscal Year ending on June 30, 2023.

Resolution:

The Plumas County Board of Supervisors agrees to allocate funds to the Chamber Coalition as follows:

- ***A mid-year budget revision allocation in the amount of \$100,000 from the General Fund.***
 - ***includes a fast track PR campaign of \$50,000 from the ARPA Funds to overcome the burn-scar image of Plumas County***
- ***A July 2022 allocation in the amount of \$100,000***
 - ***leading to a total allocation of \$200,000 in the annual budget***

Lake Almanor Area Chamber of Commerce and Visitors Center

Quincy Chamber of Commerce

Lost Sierra Chamber of Commerce and Visitors Center

Indian Valley Chamber of Commerce

Plumas County Board of Supervisors

Agreed to on this day of _____

*** ADDENDUM:**

The Chamber Coalition will partner with multiple and diverse organizations to achieve our stated goals. Below is a list of some of the agencies (not exhaustive):

PARTNERSHIPS

- o Plumas County Board of Supervisors
- o Feather River Tourism Association (FRTA)
- o Feather River College (FRC)
- o Sierra Buttes Trail Stewardship
- o Sierra Institute
- o Sierra Small Business Development Center (SBDC)
- o Plumas Sierra Fairgrounds
- o Cal Fire
- o Golden State Natural Resource Fund
- o Rural County Representatives of California
- o Golden State Connect Authority
- o Governor's Office of Economic Development
- o Shasta Cascade Wonderland Assoc.
- o US Forest Service
- o Governor's Office of Small Business Advocacy