



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

AGENDA FOR REGULAR MEETING OF

JANUARY 4, 2022 TO BE HELD AT 10:00 A.M.

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

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. BOARD OF SUPERVISORS

Select Chair and Vice Chair of the Board of Supervisors for 2022; discussion and possible action

2. PUBLIC HEALTH AGENCY – Dr. Dana Loomis

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

3. DISASTER RECOVERY OPERATIONS - Gabriel Hydrick

Report and update Dixie Fire Recovery efforts; receive report and discussion

4. CONSENT AGENDA

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

A. CLERK OF THE BOARD

Approve Board minutes for December 2021 [View Item](#)

B. FACILITY SERVICES

- 1) Authorize and Ratify use of the Chester Airport for a New Year's Eve fireworks display, provided by the Lake Almanor Chamber of Commerce [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify the agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for building and maintaining trails in the Plumas National Forest; not to exceed \$187,352.00, 100% reimbursed by California State Grant; Approved as to form by County Counsel [View Item](#)

C. PLUMAS COUNTY OFFICE OF EDUCATION

Approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2022 [View Item](#)

D. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign purchase agreement between Plumas County Public Works and Brown's Gas Company, Inc.; Propane Contract not to exceed \$8,500.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign purchase agreement between Plumas County Public Works and Ferrellgas; Propane; not to exceed \$8,500.00; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign purchase agreement between Plumas County Public Works and Hunt & Sons, Inc.; Diesel, Gasoline, and High Sulfur Burner Fuels; not to exceed \$600,000.00; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign Amendment No. 10 between Plumas County Public Works and MGE, Engineer, Inc. Professional Services Agreement, for "On-Call Civil Engineering Services" for transportation improvements projects; for Analysis of Dixie Fire Damage to the Greenville Street Project; not to exceed \$83,324.30; approved as to form by County Counsel [View Item](#)

E. SHERIFF

Approve and authorize the Chair to sign Amendment to Agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc.; Amendment is due to the Sale of Chester Auto Body & Glass Inc., by Brian Smith and Purchased By Sean Langrehr; All provisions of the Agreement dated September 15, 2021 shall remain unchanged and in full effect; approved as to form by County Counsel

[View Item](#)

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth Community Service Area Governing Board

5. BECKWOURTH COMMUNITY SERVICE AREA – John Mannle

Authorize payment of \$1,225.00 without a contract, to Plumas Sanitation for wet well pumping for sewer leak repair; and ratify all approved wet well pumping work performed to date; discussion and possible action [View Item](#)

Adjourn as Beckwourth Community Service Area and reconvene as the Plumas County Board of Supervisors

6. DEPARTMENTAL MATTERS

A. ELECTIONS – Marcy DeMartile

Adopt **RESOLUTION** authorizing the County Clerk to conduct a Special Tax Election within the Boundaries of the Peninsula Fire Protection District, for a Special Tax Election to be held May 3, 2022; Discussion and possible action [Roll call vote](#) [View Item](#)

B. PUBLIC WORKS – John Mannle

- 1) Authorize Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Quincy Maintenance District; discussion and possible action [View Item](#)
- 2) Authorize Public Works to recruit and fill vacancy, via in-county promotional; funded and allocated 1.0 FTE Public Works Maintenance Supervisor/ Foreman Position in the Greenville Maintenance District; discussion and possible action [View Item](#)

C. SHERIFF – Todd Johns

Adopt **RESOLUTION** authorizing the Plumas County Sheriff's Office to pursue the secure State Homeland Security Grants (SHSG), Emergency Management Performance Grants (EMPG), Emergency Management Performance Grant-Supplemental (EMPG-S), Emergency Management Performance Grant-American Recovery Act Plan (EMPG-ARPA) or similar grants managed by the State Office of Emergency Services through Fiscal Year 2023-2024; discussion and possible action; [Roll call vote](#) [View Item](#)

7. BOARD OF SUPERVISORS

- A. Adopt **RESOLUTION** approving and authorizing the Chair to execute the Golden State Connect Authority Join Exercise of Powers Agreement; approved as to form by County Counsel [Roll call vote](#) [View Item](#)
- B. Direct Human resources to begin recruitment to fill the unexpired term of the elected position of the County Auditor/ Controller; discussion and possible action
- C. **Appointments**
Select a Delegate and Alternate for the 2022 Golden State Connect Authority (GSCA) Board of Directors [View Item](#)
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

F. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

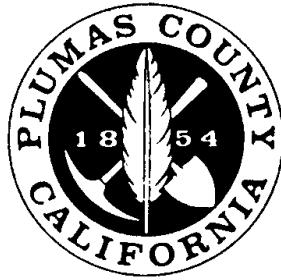
- A. Personnel: Public employee performance evaluation – Agricultural Commissioner – Sealer of Weights and Measures (Board Only)
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 Cases)
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, January 11, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 4A



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 21, 2021

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.

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CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Items 4D1&2 were removed from Consent Matters by Keevin Allred

Appointments, Item 7D2 add Matthew Goodwin and remove Rick Allison as appointments to the Sierra Valley Volunteer Fire Department Board;

PUBLIC COMMENT OPPORTUNITY

Jen Trehume commented regarding her opposition to the Covid-19 vaccine mandate

Reverend Matt Warren of the Episcopal Church in Quincy spoke regarding his disappointment at the lack of Holiday decorations at the Quincy Courthouse, and also commented regarding his opposition to the rate increase for Waste Management collection services.

Clint Koble gave a report and update of the Dixie Fire Collaborative Recovery group.

Tyler commented regarding alternative pathways for rebuilding Greenville.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

No departmental announcements at this time

ACTION AGENDA

1. PUBLIC HEALTH AGENCY – Dr. Dana Loomis

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

2. DISASTER RECOVERY OPERATIONS – Gabriel Hydrick

Report and update Dixie Fire Recovery efforts; receive report and discussion

3. USDA FOREST FIRE MANAGEMENT – Joe Hoffman

No Report at this time (Status Contained)

4. 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.

Motion: With the exception of Consent Matters 4D1&2 approve the following Consent matters as submitted,

Action: Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Participation Agreement between Plumas County and California Mental Health Services Authority; Workforce Education and Training program to address shortage of mental health practitioners; Four (4) year term; County match funds not to exceed \$32,162.69; approved as to form by County Counsel
- 2) Approve and authorize the Director of Behavioral Health to sign funding award Agreement between Plumas County Behavioral Health and the Department of Health Care Services; for Medication Assisted Treatment MAT SOR Coronavirus Telehealth project; awarded \$100,000.00; approved as to form by County Counsel
- 3) Authorize payment of an additional \$14,055.00 to Heritage Oaks Hospital due to the department exceeding the contractual amount of \$30,000.00; any cost associated with this matter is covered by a combination of Federal and State Funds

B. HUMAN RESOURCES

Adopt **RESOLUTION** adopting the Job Classification Plan affected by the Schedule for California Minimum Wage Rate for 2017-2023 Effective January 1, 2022; approved as to form by County Counsel

C. PLANNING

- 1) Approve and authorize the Chair to sign Agreement Amendment County and Sierra Institute for Community and Environment for time extension to March 31, 2022; for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Third Agreement Amendment between Plumas County and Hinman and Associates Consulting, Inc., for time extension to March 31, 2022, for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel
- 3) Approve supplemental budget request for FY 2021/22 increasing the SB2 Planning grant (44027) by \$160,000, LEAP grant (44028) by \$65,000, and REAP grant (44029) by \$121,517; and increasing Professional Services (52190) by \$123,000, Professional Services (521900) by \$104,785, and Transfer Out (58000) by \$118,732; approved by County Auditor/Controller
- 4) Approve supplemental budget request for FY 2021/22 increasing the Homeless Housing, Assistance and Prevention (HHAP) grant funding (44028) for the HHAP Round 2 grant by \$22,949 and increasing Professional Services (52190) for HHAP Round 1 by \$46,691.53, Professional Services Grant (521902) for HHAP Round 2 by \$21,345, and Transfer Out by \$5,114; approved by County Auditor/Controller
- 5) Approve supplemental Budget request for FY 2020/21 increasing DWR SVGMD SGM Grant revenue (44027) by \$44,497.98 and increasing Transfer Out (58000) by \$44,497.98; approved by County Auditor/Controller
- 6) Approve supplemental Budget request for FY 2021/22 increasing DWR SVGMD SGM Grant revenue (44027) by \$37,000 and increasing Transfer Out (58000) by \$37,000; approved by County Auditor/Controller
- 7) Approve supplemental budget request for FY 2020/21 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$13,821.91 and increasing Transfer Out (58000) by \$13,011.91; approved by County Auditor/Controller

- 8) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$31,178.09 and increasing Professional Services (52190) by \$17,460 and Transfer Out (58000) by \$14,528.09; approved by County Auditor/Controller
- 9) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 Round 1 IRWM Implementation grant revenue (44027) by \$1,002,536 and increasing Professional Services (52190) by \$983,917.50 and Transfer Out (58000) by \$18,618.50; approved by County Auditor/Controller

D. PROBATION

- 1) Approve and adopt new Plumas County Probation Department Policies and Procedures through Lexipol. Policies are as follows: 311, 312, 315, 318, 400, 402, 500, 508, 509, 801, 802, 803, 806, 807, 812, and 817 - this Item was removed from the Agenda
- 2) Approve the Juvenile Justice Realignment Block Grant (JJRBG) County Plan FY 2021-2022; approved by the Juvenile Justice Coordinating Council members identified in accordance with Welfare and Institutions Code Section 749.2, and Members of the Juvenile Justice Coordinating Council Subcommittee in accordance with Welfare and Institutions Code Section 1995(b)
 - **Items 4D1&2 have been removed from the Agenda at the request of the Chief Probation Officer Keevin Allred**

E. PUBLIC HEALTH

Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Valsoft CASD, Inc., to provide additional software for employee time cards; not to exceed \$49,460.00 approved as to form by County Counsel

F. SHERIFF'S OFFICE

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Levi Pence, dba Hi Tech Frame & Finish; to provide automotive body repair services; not to exceed \$60,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Sheriff's Office and Gregory and Tracy Marr, dba Manni Funeral Home & Evergreen Crematory to provide on call services as needed to assist in coroner's duties; effective November 15, 2021; not to exceed \$9,999.00; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Mark E. Bennett dba Bennett Enterprises; for Sheriff vehicle repairs; not to exceed \$25,000.00; approved as to form by County Counsel

5.  **THE LOST SIERRA CHAMBER OF COMMERCE** - Richard Aiple

- 1) Review of prior TOT presentation and Visitor Center Presentation
- 2) Presentation of potential long-term effect of the Dixie Fire on Plumas County, and Lost Sierra Chamber picked-up the burden of agencies not working or overwhelmed
- 3) Request for funding of Visitor Centers and Chambers of Commerce as a set agreement with the Board of Supervisors and County; discussion and possible action

Following a brief discussion;

Motion: Direct staff to review the mid-year budget and identify funds that can be used to reinvest in the Chambers; and bring this matter back to the Board of Supervisors for review within 45 days., **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

6.  **DEPARTMENTAL MATTERS**

A.  **AUDITOR/ CONTROLLER** – Roberta Allen

Authorize the Auditor/ Controller to recruit and fill; funded and allocated 1.0 FTE Accountant Auditor I or II Position; vacancy due to resignation; discussion and possible action

Motion: Authorize the Auditor/ Controller to recruit and fill; funded and allocated 1.0 FTE Accountant Auditor I or II Position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  **BEHAVIORAL HEALTH** - Tony Hobson

Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/ II/ Senior position; vacancy due to resignation; discussion and possible action

Motion: Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/ II/ Senior position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C.  **PLANNING** – Tracey Ferguson

- 1) Approve and authorize Chair to sign letter to the State Department of Water Resources in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority; discussion and possible action

Motion: Approve and authorize Chair to sign letter to the State Department of Water Resources in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

- 2) Proposal for the Establishment of a Planning Commission Facebook Page; discussion and possible action

Motion: Approve Proposal for the Establishment of a Planning Commission Facebook and direct County Counsel to monitor the page and posts, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 3) Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project; discussion and possible action

Motion: Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

4) Sierra Valley Groundwater Sustainability Plan (GSP) Preparation and January 31, 2022 Submittal Deadline to the California of Water Resources (DWR); discussion and possible action

Director of Planning, Tracey Ferguson updated the Board regarding the Sierra Valley Groundwater Sustainability Plan (GSP) preparation.

Following brief discussion this Groundwater Sustainability Plan will return for consideration of adoption on January 18, 2022

D.  **PUBLIC HEALTH** – Dr. Dana Loomis

1) Authorize the director of Public Health to Recruit and fill, funded and allocated 1.0 FTE Registered Nurse or Public Health Nurse I/ II/ III; discussion and possible action

Motion: Authorize the director of Public Health to Recruit and fill, funded and allocated 1.0 FTE Registered Nurse or Public Health Nurse I/ II/ III, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

2) Adopt **RESOLUTION** to Amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560 COVID; discussion and possible action **Roll call vote**

Motion: Adopt RESOLUTION to Amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560 COVID, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

Yes: Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

No: Supervisor Ceresola.

E.  **PUBLIC WORKS** – John Mannle

Approve and authorize the Chair to sign change order for Agreement between Plumas County and Sierra Cascade Aggregates & Asphalt, due to fuel cost increases and labor; not to exceed \$16,340.95; discussion and possible action

Motion: Approve and authorize the Chair to sign change order for Agreement between Plumas County and Sierra Cascade Aggregates & Asphalt, due to fuel cost increases and labor; not to exceed \$16,340.95, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

F.  **SOLID WASTE DIVISION** – John Mannle

1) Conduct **PUBLIC HEARING** in regards to a proposed Resolution to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal; rate increase of 7.29 % for door to door collection, transfer, hauling, and related disposal activities within (Solid Waste Franchise Area No. 1)

- Supervisor Engle opened the Public Hearing
- Sean Graham / John Mannle gave a brief report and background regarding the proposed rate increase.

1. FRD Waste Management representative Joe Cadelago spoke regarding the 2021 personnel, and performance challenges. The improvements regarding the operation and service plan, as well as better communication going forward.

Following a brief discussion Supervisor Engle opened the hearing to public comment

2) Adopt **RESOLUTION** establishing a revised fee schedule for collection and related Solid Waste services for Franchise Service Area No.1 Operated by Feather River Disposal; discussion and possible action **Roll call vote**

Motion: Adopt RESOLUTION establishing a revised fee schedule for collection and related Solid Waste services for Franchise Service Area No.1 Operated by Feather River Disposal, **Action:** Approve, **Moved by** Supervisor Engel, **None seconded.**
Vote: Motion failed (**summary:** Yes = 1, No = 0, Abstain = 4).
Yes: Supervisor Engel.
Abstain: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Motion: Move to continue this matter to the Regular Board of Supervisors Meeting scheduled for January 18, 2022, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

G.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Review Golden State Connect Authority Joint Exercise of Powers Agreement; discussion and possible direction to staff

Motion: Approve the concept of the Golden State Connect Authority Joint Exercise of Powers Agreement (JPA), and bring back RESOLUTION for consideration authorizing the Board Chair to sign JPA Agreement; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

No: Supervisor Ceresola, Supervisor Engel.

- 2) Approve and authorize Sierra Business Council to submit a letter in support of EDA Grant; discussion and possible action

Motion: Approve and authorize Sierra Business Council to submit a letter in support of EDA Grant,

Action: Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

7. **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 January 20, 2022.

Motion: 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, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Hagwood.

Motion passed unanimously.

- B. Correspondence

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

- Items 7B and 7C - Supervisors correspondence and weekly informational reports were not reported upon by unanimous agreement

D.  **Appointments**

- 1) Appoint Dr. Dana Loomis to the First 5 Plumas County Children and Families Commission; discussion and possible action
- 2) Appoint Vicki Anderson, ~~Rick Allison~~ Matthew Goodwin and Jonathan Hernandez to the Sierra Valley Volunteer Fire Department Board; discussion and possible action

Motion: Approve items 7D1 and 2; Appointing Dr. Dana Loomis to the First 5 Plumas County Children and Families Commission; and Appoint Vicki Anderson, Matthew Goodwin and Jonathan Hernandez to the Sierra Valley Volunteer Fire Department Board, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.
Motion passed unanimously.

8.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

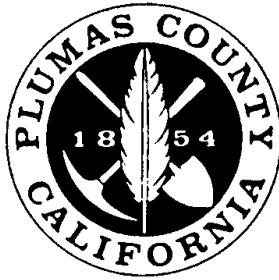
 **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

There was no reportable action taken in Closed Session.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, January 4, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS IS DEDICATED
IN MEMORY OF
DANNY (Chip) GRIFFIN



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 14, 2021

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

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



PLEDGE OF ALLEGIANCE

Kevin Goss leads the Pledge of Allegiance.



ADDITIONS TO OR DELETIONS FROM THE AGENDA

Item 5B - Appeal Hearing of an Administrative Citation under Plumas County Code section 1-8.07 for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA. Under section 601.4 The Board of Supervisors has granted a continuance due to BOS staffing issues and inclement weather and all parties have agreed to continue the matter until January 2022.



PUBLIC COMMENT OPPORTUNITY

Jen Terhune comments on Plumas County Public Health website and Health Officer power/authority and the Board's authority over Public Health's budget

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

No department head announcements.

ACTION AGENDA

1. PUBLIC HEALTH AGENCY – Dr. Dana Loomis

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

2. DISASTER RECOVERY OPERATIONS - Dennis Schmidt

Report and update Dixie Fire Recovery efforts; receive report and discussion

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**.

Motion: Approve the following consent matters as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Facility Services and Skyline Home Improvement, for roofing services for County Facilities; not to exceed \$10,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Facility services and Western Bat Specialist for bat guano clean-up in the Chester Library attic; not to exceed \$10,836.00; approved as to form by County Counsel

B. PROBATION

Approve updated Community Corrections Partnership (CCP) Public Safety Realignment Plan and Survey for FY 2021-2022

4. DEPARTMENTAL MATTERS

A. DISASTER RECOVERY OPERATIONS CENTER

Adopt **RESOLUTION**, pursuant to Plumas County Code Section 4-9.208(a), setting December 21, 2021 as the deadline applications for the Alternative Debris Removal Program must be received by the County; discussion and possible action **Roll call vote**

Motion: Adopt **RESOLUTION No. 21-8645**, pursuant to Plumas County Code Section 4-9.208(a), setting December 21, 2021 as the deadline applications for the Alternative Debris Removal Program must be received by the County, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

B. ENVIRONMENTAL HEALTH – Rob Robinette

Approve and authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/II or Hazardous Materials Specialist I/II; position created by resignation; discussion and possible action

Motion: Approve and authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/II or Hazardous Materials Specialist I/II; position created by resignation, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C. HUMAN RESOURCES – Nancy Selvage

- 1) Appoint Interim Director of Disaster Recovery Operations Center, until vacant position is filled; discussion and possible action

Motion: Appoint Gabriel Hydrick Interim Director of Disaster Recovery Operations Center, until vacant position is filled, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 2) Appoint Interim Director of Facility Services, until vacant position is filled; discussion and possible action

Motion: Appoint Jeremiah D. Moore Interim Director of Facility Services, until vacant position is filled, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

D.  **PUBLIC WORKS / ENGINEERING DEPARTMENT** - John Mannie
Approve and adopt the Eureka Heights Subdivision and Planned Development, Designated Remainder Final Map; no fiscal impact or County responsibilities are created, or assumed by accepting the final Map; approved as to form by County Counsel; discussion and possible action

Motion: Approve and adopt the Eureka Heights Subdivision and Planned Development, Designated Remainder Final Map; no fiscal impact or County responsibilities are created, or assumed by accepting the final Map, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

E. **PLANNING DEPARTMENT** – Tracey Ferguson

Adopt **RESOLUTION** authorizing the Planning Director to sign the Application Report and other required documents concerning the Open Space Subvention Act; discussion and possible action; **Roll call vote**

Motion: Adopt **RESOLUTION No. 21-8646** authorizing the Planning Director to sign the Application Report and other required documents concerning the Open Space Subvention Act, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

F. **PROBATION** – Keevin Allred

Approve and authorize the Chief Probation Officer to Recruit and fill; funded and allocated 1.0 FTE Deputy Probation Officer; vacant due to resignation; discussion and possible action

Motion: Approve and authorize the Chief Probation Officer to Recruit and fill; funded and allocated 1.0 FTE Deputy Probation Officer, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

5. **BOARD OF SUPERVISORS**

A.  **APPOINTMENTS**

1) Appoint Rebecca K. Herrin to the Greenhorn Creek Community Services District Board; discussion and possible action.

Motion: Appoint Rebecca K. Herrin to the Greenhorn Creek Community Services District Board, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

2) Appoint Nichole Barnes to the Grizzly Lake Community Service District Board; discussion and possible action.

Motion: Appoint Nichole Barnes to the Grizzly Lake Community Service District Board, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

B. Conduct an Appeal Hearing of an Administrative Citation under Plumas County Code section 1-8.07 for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA.

Item continued to January 4, 2021, due to staffing issues and inclement weather.

C.  Rebuild – Visioning + Planning – A Path Forward; discussion and possible action
Presentation by Tyler

D. **CORRESPONDENCE**

Correspondence regarding snow removal
Correspondence regarding keeping 162 Bucks Lake Road open year round
Correspondence Waste Management and upcoming rate increase
Correspondence regarding winter storm and snow plowing, power and phone

E. **INFORMATIONAL REPORTS AND WEEKLY MEETINGS**

Supervisor Ceresola reported on matters related to County Government and meetings regarding consolidation of fire departments in Eastern Plumas and Sierra Valley Ground Water District for appointment of members

Supervisor Hagwood reported on matters related to County Government and appeared on a couple radio shows and lead a community meeting at the Church on Bell Lane

Supervisor Thrall reported on matters related to County Government and attended LAFCo Meetings, and disaster recovery

Supervisor Goss reported on matters related to County Government and appeared on a radio show, attended the meeting for proposals for rebuild, LAFCo re:Cemetery Districts

Supervisor Engel had nothing to report.

6.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment - Interim Director of Disaster Recovery Operations Center.
- B. Personnel: Public employee appointment or employment – Interim Director of Facility Services
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. 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
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.
- G. Discussion regarding Administrative Citation Appeal for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA – continued to January 2022.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

No reportable actions in closed session.

ADJOURNMENT

Adjourned meeting to Tuesday, December 21, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS IS DEDICATED IN MEMORY OF
RALLIN KLUNDBY



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 21, 2021

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

CALL TO ORDER/ROLL CALL

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Items 4D1&2 were removed from Consent Matters by Keevin Allred

Appointments, Item 7D2 add Matthew Goodwin and remove Rick Allison as appointments to the Sierra Valley Volunteer Fire Department Board;

PUBLIC COMMENT OPPORTUNITY

Jen Trehume commented regarding her opposition to the Covid-19 vaccine mandate

Reverend Matt Warren of the Episcopal Church in Quincy spoke regarding his disappointment at the lack of Holiday decorations at the Quincy Courthouse, and also commented regarding his opposition to the rate increase for Waste Management collection services.

Clint Koble gave a report and update of the Dixie Fire Collaborative Recovery group.

Tyler commented regarding alternative pathways for rebuilding Greenville.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

No departmental announcements at this time

ACTION AGENDA

1. PUBLIC HEALTH AGENCY – Dr. Dana Loomis

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

2. DISASTER RECOVERY OPERATIONS – Gabriel Hydrick

Report and update Dixie Fire Recovery efforts; receive report and discussion

3. USDA FOREST FIRE MANAGEMENT – Joe Hoffman

No Report at this time (Status Contained)

4. 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.

Motion: With the exception of Consent Matters 4D1&2 approve the following Consent matters as submitted,

Action: Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Participation Agreement between Plumas County and California Mental Health Services Authority; Workforce Education and Training program to address shortage of mental health practitioners; Four (4) year term; County match funds not to exceed \$32,162.69; approved as to form by County Counsel
- 2) Approve and authorize the Director of Behavioral Health to sign funding award Agreement between Plumas County Behavioral Health and the Department of Health Care Services; for Medication Assisted Treatment MAT SOR Coronavirus Telehealth project; awarded \$100,000.00; approved as to form by County Counsel
- 3) Authorize payment of an additional \$14,055.00 to Heritage Oaks Hospital due to the department exceeding the contractual amount of \$30,000.00; any cost associated with this matter is covered by a combination of Federal and State Funds

B. HUMAN RESOURCES

Adopt **RESOLUTION** adopting the Job Classification Plan affected by the Schedule for California Minimum Wage Rate for 2017-2023 Effective January 1, 2022; approved as to form by County Counsel

C. PLANNING

- 1) Approve and authorize the Chair to sign Agreement Amendment County and Sierra Institute for Community and Environment for time extension to March 31, 2022; for the purposes of assessment, capacity building and technical assistance to small drinking water systems in the Upper Feather River Mountain Counties Funding Area as funded through the California Department of Water Resources Disadvantaged Community Involvement grant program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Third Agreement Amendment between Plumas County and Hinman and Associates Consulting, Inc., for time extension to March 31, 2022, for administrative services in support of the California Department of Water Resources Disadvantaged Community Involvement grant program for which Sierra Institute for Community and Environment was awarded funding and County of Plumas is a sub-recipient; approved as to form by County Counsel
- 3) Approve supplemental budget request for FY 2021/22 increasing the SB2 Planning grant (44027) by \$160,000, LEAP grant (44028) by \$65,000, and REAP grant (44029) by \$121,517; and increasing Professional Services (52190) by \$123,000, Professional Services (521900) by \$104,785, and Transfer Out (58000) by \$118,732; approved by County Auditor/Controller
- 4) Approve supplemental budget request for FY 2021/22 increasing the Homeless Housing, Assistance and Prevention (HHAP) grant funding (44028) for the HHAP Round 2 grant by \$22,949 and increasing Professional Services (52190) for HHAP Round 1 by \$46,691.53, Professional Services Grant (521902) for HHAP Round 2 by \$21,345, and Transfer Out by \$5,114; approved by County Auditor/Controller
- 5) Approve supplemental Budget request for FY 2020/21 increasing DWR SVGMD SGM Grant revenue (44027) by \$44,497.98 and increasing Transfer Out (58000) by \$44,497.98; approved by County Auditor/Controller
- 6) Approve supplemental Budget request for FY 2021/22 increasing DWR SVGMD SGM Grant revenue (44027) by \$37,000 and increasing Transfer Out (58000) by \$37,000; approved by County Auditor/Controller
- 7) Approve supplemental budget request for FY 2020/21 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$13,821.91 and increasing Transfer Out (58000) by \$13,011.91; approved by County Auditor/Controller

- 8) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 IRWM DACI grant revenue (44027) by \$31,178.09 and increasing Professional Services (52190) by \$17,460 and Transfer Out (58000) by \$14,528.09; approved by County Auditor/Controller
- 9) Approve supplemental budget request for FY 2021/22 increasing DWR Proposition 1 Round 1 IRWM Implementation grant revenue (44027) by \$1,002,536 and increasing Professional Services (52190) by \$983,917.50 and Transfer Out (58000) by \$18,618.50; approved by County Auditor/Controller

D. PROBATION

- 1) Approve and adopt new Plumas County Probation Department Policies and Procedures through Lexipol. Policies are as follows: 311, 312, 315, 318, 400, 402, 500, 508, 509, 801, 802, 803, 806, 807, 812, and 817 - this Item was removed from the Agenda
- 2) Approve the Juvenile Justice Realignment Block Grant (JJRBG) County Plan FY 2021-2022; approved by the Juvenile Justice Coordinating Council members identified in accordance with Welfare and Institutions Code Section 749.2, and Members of the Juvenile Justice Coordinating Council Subcommittee in accordance with Welfare and Institutions Code Section 1995(b)
 - **Items 4D1&2 have been removed from the Agenda at the request of the Chief Probation Officer Keevin Allred**

E. PUBLIC HEALTH

Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Valsoft CASD, Inc., to provide additional software for employee time cards; not to exceed \$49,460.00 approved as to form by County Counsel

F. SHERIFF'S OFFICE

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Levi Pence, dba Hi Tech Frame & Finish; to provide automotive body repair services; not to exceed \$60,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Sheriff's Office and Gregory and Tracy Marr, dba Manni Funeral Home & Evergreen Crematory to provide on call services as needed to assist in coroner's duties; effective November 15, 2021; not to exceed \$9,999.00; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Mark E. Bennett dba Bennett Enterprises; for Sheriff vehicle repairs; not to exceed \$25,000.00; approved as to form by County Counsel

5. THE LOST SIERRA CHAMBER OF COMMERCE - Richard Aiple

- 1) Review of prior TOT presentation and Visitor Center Presentation
- 2) Presentation of potential long-term effect of the Dixie Fire on Plumas County, and Lost Sierra Chamber picked-up the burden of agencies not working or overwhelmed
- 3) Request for funding of Visitor Centers and Chambers of Commerce as a set agreement with the Board of Supervisors and County; discussion and possible action

Following a brief discussion;

Motion: Direct staff to review the mid-year budget and identify funds that can be used to reinvest in the Chambers; and bring this matter back to the Board of Supervisors for review within 45 days., **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

6.  **DEPARTMENTAL MATTERS**

A.  **AUDITOR/ CONTROLLER** – Roberta Allen

Authorize the Auditor/ Controller to recruit and fill; funded and allocated 1.0 FTE Accountant Auditor I or II Position; vacancy due to resignation; discussion and possible action

Motion: Authorize the Auditor/ Controller to recruit and fill; funded and allocated 1.0 FTE Accountant Auditor I or II Position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  **BEHAVIORAL HEALTH** - Tony Hobson

Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/ II/ Senior position; vacancy due to resignation; discussion and possible action

Motion: Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Behavioral Health Case Management Specialist I/ II/ Senior position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C.  **PLANNING** – Tracey Ferguson

- 1) Approve and authorize Chair to sign letter to the State Department of Water Resources in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority; discussion and possible action

Motion: Approve and authorize Chair to sign letter to the State Department of Water Resources in association with the Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant for the Upper Feather River IRWM Water Supply Reliability Project naming the Planning Director as a designee with grant signatory authority, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

- 2) Proposal for the Establishment of a Planning Commission Facebook Page; discussion and possible action

Motion: Approve Proposal for the Establishment of a Planning Commission Facebook and direct County Counsel to monitor the page and posts, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 3) Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project; discussion and possible action

Motion: Approve and authorize the Planning Director to submit a Notice of Interest (NOI) to the Governor's Office of Emergency Services (Cal OES) under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Hazard Mitigation Grant Program (HMGP) to address wildfire and vegetation management activities on private non-industrial parcels or the "Back Forty" Project, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

4) Sierra Valley Groundwater Sustainability Plan (GSP) Preparation and January 31, 2022 Submittal Deadline to the California of Water Resources (DWR); discussion and possible action

Director of Planning, Tracey Ferguson updated the Board regarding the Sierra Valley Groundwater Sustainability Plan (GSP) preparation.

Following brief discussion this Groundwater Sustainability Plan will return for consideration of adoption on January 18, 2022

D.  **PUBLIC HEALTH** – Dr. Dana Loomis

1) Authorize the director of Public Health to Recruit and fill, funded and allocated 1.0 FTE Registered Nurse or Public Health Nurse I/ II/ III; discussion and possible action

Motion: Authorize the director of Public Health to Recruit and fill, funded and allocated 1.0 FTE Registered Nurse or Public Health Nurse I/ II/ III, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

2) Adopt **RESOLUTION** to Amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560 COVID; discussion and possible action **Roll call vote**

Motion: Adopt RESOLUTION to Amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560 COVID, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Vote: Motion passed (**summary:** Yes = 4, No = 1, Abstain = 0).

Yes: Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

No: Supervisor Ceresola.

E.  **PUBLIC WORKS** – John Mannle

Approve and authorize the Chair to sign change order for Agreement between Plumas County and Sierra Cascade Aggregates & Asphalt, due to fuel cost increases and labor; not to exceed \$16,340.95; discussion and possible action

Motion: Approve and authorize the Chair to sign change order for Agreement between Plumas County and Sierra Cascade Aggregates & Asphalt, due to fuel cost increases and labor; not to exceed \$16,340.95, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

F.  **SOLID WASTE DIVISION** – John Mannle

1) Conduct **PUBLIC HEARING** in regards to a proposed Resolution to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal; rate increase of 7.29 % for door to door collection, transfer, hauling, and related disposal activities within (Solid Waste Franchise Area No. 1)

- Supervisor Engle opened the Public Hearing
- Sean Graham / John Mannle gave a brief report and background regarding the proposed rate increase.

1. FRD Waste Management representative Joe Cadelago spoke regarding the 2021 personnel, and performance challenges. The improvements regarding the operation and service plan, as well as better communication going forward.

Following a brief discussion Supervisor Engle opened the hearing to public comment

2) Adopt **RESOLUTION** establishing a revised fee schedule for collection and related Solid Waste services for Franchise Service Area No.1 Operated by Feather River Disposal; discussion and possible action **Roll call vote**

Motion: Adopt RESOLUTION establishing a revised fee schedule for collection and related Solid Waste services for Franchise Service Area No.1 Operated by Feather River Disposal, **Action:** Approve, **Moved by** Supervisor Engel, **None seconded.**
Vote: Motion failed (**summary:** Yes = 1, No = 0, Abstain = 4).
Yes: Supervisor Engel.
Abstain: Supervisor Ceresola, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Motion: Move to continue this matter to the Regular Board of Supervisors Meeting scheduled for January 18, 2022, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

G.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Review Golden State Connect Authority Joint Exercise of Powers Agreement; discussion and possible direction to staff

Motion: Approve the of the Golden State Connect Authority and bring back RESOLUTION for consideration authorizing the Board Chair to sign The Golden State concept of the Golden State Connect Authority Joint Exercise of Powers Agreement, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Vote: Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).

Yes: Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

No: Supervisor Ceresola, Supervisor Engel.

- 2) Approve and authorize Sierra Business Council to submit a letter in support of EDA Grant; discussion and possible action

Motion: Approve and authorize Sierra Business Council to submit a letter in support of EDA Grant, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

7. **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 January 20, 2022.

Motion: 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, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Hagwood.
Motion passed unanimously.

- B. Correspondence

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

- Items 7B and 7C - Supervisors correspondence and weekly informational reports were not reported upon by unanimous agreement

D.  **Appointments**

- 1) Appoint Dr. Dana Loomis to the First 5 Plumas County Children and Families Commission; discussion and possible action
- 2) Appoint Vicki Anderson, ~~Rick Allison~~ Matthew Goodwin and Jonathan Hernandez to the Sierra Valley Volunteer Fire Department Board; discussion and possible action

Motion: Approve items 7D1 and 2; Appointing Dr. Dana Loomis to the First 5 Plumas County Children and Families Commission; and Appoint Vicki Anderson, Matthew Goodwin and Jonathan Hernandez to the Sierra Valley Volunteer Fire Department Board, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.
Motion passed unanimously.

8.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

There was no reportable action taken in Closed Session.

 **ADJOURNMENT**

Adjourned meeting to Tuesday, January 4, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

TODAYS REGULAR MEETING OF THE BOARD OF SUPERVISORS IS DEDICATED
IN MEMORY OF
DANNY (Chip) GRIFFIN



JD Moore
Interim Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

4BI

DATE: January 4, 2022
TO: Honorable Board of Supervisors
FROM: JD Moore – Facility Services Interim Director
SUBJECT: Request to ratify and approve New Year's Eve fireworks display at Chester Airport Friday, December 31, 2021.

Recommendation

Request to ratify and approve New Year's Eve fireworks display at Chester Airport Friday, December 31, 2021.

Background and Discussion

New Year's Eve 2020, the Lake Almanor Chamber of Commerce (LACC) sponsored a fireworks display at Chester Airport at no cost to the county. The LACC contacted the county last week requesting to perform the display again this year. Given the success of last year's display, permission was granted by Facility Services and the County Administrator to perform the display again this year as LACC did not contact the county in sufficient time to bring this item before the Board of Supervisors for approval prior to the event.

Fireworks America has provided the necessary insurance information naming the county as an additional insured. The Chester Airport Manager will be on site for the display.

Application for Permit for a Public Display of Pyrotechnics


P. O. Box 488
Lakeside, CA 92040-0488
(619) 938-8277
Fax (619) 938-8273

Authority having Jurisdiction: 21761

Brian Layne
Chester Fire Department
198 Main Street
Chester, CA 96020

Client:

Chester Lake Almanor COC
Attn: Chelssa Outland
29 Main Street
Chester, CA 96137

Fireworks & Stage FX America, Inc. on behalf of the Sponsor Listed Above requests a permit to conduct a public display of fireworks in accordance with Federal, State and Local Laws and Ordinances.

Date(s): 12/31/2021

Time/Length: 9:00pm 5mins

Pyrotechnic Operator(s) and License Number: Karen Blood 2646-02
(Operator Name) (License No.)

and assistants.

Number: _____
(where required)

Karen Cell: 530-949-9492

Email: kpierro@sbcglobal.net

Site Information:

Rogers Field Airport
Chester, CA 96137

Proof of current **General Liability Insurance and Workers Compensation Insurance** is attached.

A **detailed diagram** of the proposed firing site is **attached**. **Office contact:**

Description of Display: (619) 938-8277, Fax (619) 938-8273

Chester Lake Almanor COC on 12/31/2021 in Chester, CA.

Fireworks fired Manually, in Racks.

Ground Level Pyrotechnics (0 - 50 Foot typical Altitude):

Low Level Pyrotechnics (51 - 125 foot typical altitude):

Aerial Pyrotechnics (>125 foot typical altitude):

Salutes: 2.5 in - 40,

Single Break Aerial Shells: 2.5 in - 60; 3 in - 160; 4 in - 74;

Multi-Break Aerial Shells: - 0

PERMISSION TO CONDUCT A PUBLIC DISPLAY OF PYROTECHNICS AS SPECIFIED HEREIN

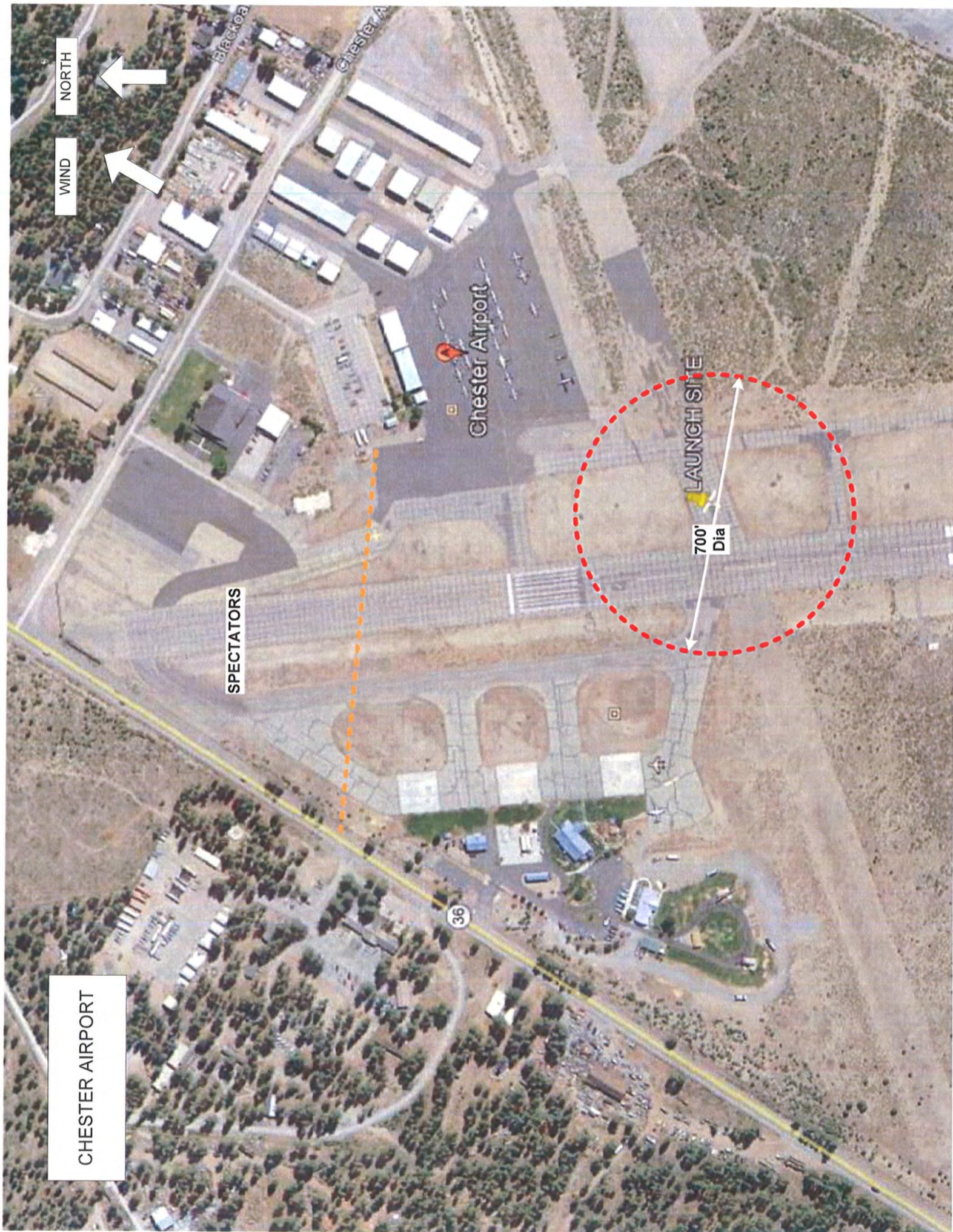
IS HEREBY: **PERMITTED** **DENIED**

Circle Appropriate

Signature of Permitting Authority

Date

Title



CERTIFICATE OF INSURANCE

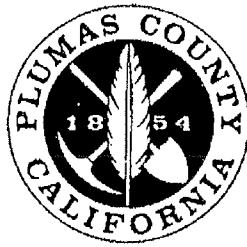
ISSUE DATE 12-12-2021

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA, 94954		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p>INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: Certain Underwriters at Lloyd's, London</p>						
INSURED Fireworks America; Fireworks and Stage FX America Inc; Fireworks and Stage FX America, LLC; Meeting Facilitators, LLC PO Box 488 Lakeside, CA 92040		<p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p>						
<p>COVERAGE</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.</p>								
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/21-0017	02/12/2021	02/12/2022	EACH ACCIDENT \$ 10,000,000			
					MEDICAL EXP (Any one person) \$			
					FIRE LEGAL LIABILITY \$ 50,000			
					GENERAL AGGREGATE \$ 10,000,000			
					PRODUCTS-COMP/OPS AGG \$			
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$			
— ANY AUTO	— ANY OWNED AUTOS				BODILY INJURY (Per person) \$			
— SCHEDULED AUTOS	— HIRED AUTOS				BODILY INJURY (Per accident) \$			
— NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
EXCESS LIABILITY FOLLOWING FORM								EACH ACCIDENT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$			
								<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
								E.L.EACH ACCIDENT \$
								E.L. DISEASE-EA EMPLOYEE \$
								E.L. DISEASE-POLICY LIMIT \$
OTHER								
<p>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</p> <p>Chester Lake Almanor Chamber of Commerce; Rogers Field Airport; City of Chester; Pulmas County; Chester Fire Department for permits only; Cal Fire, its officers, agents, employees, and servants, ATIMA, when acting in their official capacity as such. The duly licensed pyrotechnic operator required by law to supervise and discharge the public display, acting either as an employee of the insured or as an independent contractor and the State of California, its officers, agents, employees, and servants, ATIMA, are included as additional insureds per written contract as respects the Class B Aerial Fireworks display(s) on 12/31/2021 located at Rogers Field Airport. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation applies.</p>								
CERTIFICATE HOLDER Chester Lake Almanor Chamber of Commerce; Rogers Field Airport; City of Chester; Pulmas County; Chester Fire Department for permits only; Cal Fire, its officers, agents, employees, and servants, ATIMA 529 Main Street Chester, CA 96020		<p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Susan Etter</i></p>						

C O U N T Y A D M I N I S T R A T O R

Gabriel Hydrick

December 21, 2021



Fireworks America
12485 CA 67
Lakeside CA 92040

RE: Fireworks display at Chester Airport/Rogers Field

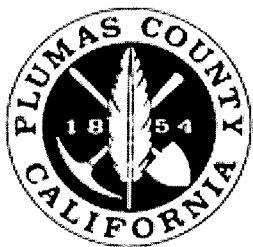
To whom it may concern:

This letter grants permission to Fireworks America in Lakeside CA to perform a pyrotechnics show at the Chester Airport/Rogers Field in Chester CA on the night of December 31, 2021 under the concession that Fireworks America name the County of Plumas as an additional insured.

Sincerely,

Gabriel Hydrick

Gabriel Hydrick
County Administrator



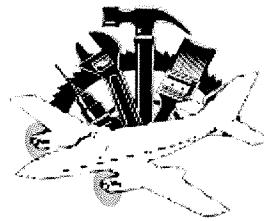
JD Moore
Interim Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971

Item 4B2



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

DATE: January 4, 2021

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Interim Director

SUBJECT: Request to ratify, approve, and authorize Board Chair to sign contract between Facility Services and Sierra Buttes Trail Stewardship for OHV trail maintenance in the Plumas National Forest.

Recommendation

Ratify, approve, and authorize Board Chair to sign contract between Facility Services and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance in the Plumas National Forest.

Background and Discussion

SBTS is a local CA state-grant funded, non-profit organization that is partnered with the County of Plumas and the Plumas National Forest. SBTS builds and maintains OHV trails throughout Plumas County for recreation purposes. The State of CA OHV Division has issued SBTS a grant (G21-03-84-G01) for trail maintenance in 3 Ranger Districts in Plumas County:

- Mount Hough
- Feather River
- Beckwourth

They will be addressing trail issues caused by the Dixie Fire such as brush, debris, and log removal as well as identifying and correcting possible drainage issues.

This grant is reimbursed 100% to Plumas County by the State of CA.

Contract not to exceed \$187,352.00

A copy of the contract is on file with the Clerk of the Board.

Mt. Hough Ground Operations and Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** department (hereinafter referred to as “County”), and **SIERRA BUTTES TRAIL STEWARDSHIP**, a California non-profit corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the “Work”).
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Eighty Seven Thousand Three Hundred Fifty Two dollars and 00/100** (187,352.00) after referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be **January 1st, 2022**. All work except for reporting and invoicing shall be completed by **December 31st, 2022**, subject to change as stated in sections 15 and 16. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Sierra Butte Trail Stewardship from January 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County’s Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor

shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of

this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

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

- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

County:

Department of Facilities Services
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: JD Moore, Interim Director

Contractor:

Sierra Buttes Trail Stewardship
550 Crescent Street Quincy, CA 95971

Attention: Greg Williams

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

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

CONTRACTOR:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

By: _____
Name: Greg Williams
Title: CEO

Date:

By: _____
Name: Kyla Pascucci
Title: Secretary

Date:

COUNTY:

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

By: _____
Name: Jeff Engel
Title: Chair, Board of Supervisors

Date:

ATTEST:

By: _____
Name: Heidi Putnam
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/15/2021

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Background: Contractor and Plumas County are mutually interested in providing maintenance on portions of the Mount Hough Trail System (“MHTS”) as well as trails by Snake Lake and Claremont which includes developed motorized single track and motorized quad trails. These routes were created and currently exist on the landscape, but require maintenance to bring them up to U.S. Forest Service specifications and to provide vital linkages within the trail network. Plumas County has been selected to receive a grant from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, and funds from the grant (G16-03-84-G01) are to be used by Plumas County to complete the proposed project activities.

Purpose: The purpose of this agreement is to document the cooperation between the parties to perform maintenance on portions of 66 miles of motorized trail in Plumas County on the Plumas National Forest. 44.84 miles on the MHTS, 5.3 miles at Snake Lake, 9.4 miles on Claremont, and 6.4 miles on Nelson Creek. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance is needed. Maintenance will be performed in accordance with the following provisions and the Exhibits.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. G16-03-84-G01 (“State Project Agreement”), is attached hereto as Exhibit A-3 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

In furtherance of these ends, Contractor shall:

1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Perform maintenance on portions of the MHTS for approximately 44.84 miles of developed motorized single track and motorized quad trail on the Mount Hough Trail System as well as 9.4 miles at Claremont and 6.4 miles on Nelson Creek, 3.2 miles at Mt. Fillmore. The List of Trails is attached as Exhibit A-1. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance will be used (approved by Mt. Hough - South Park Environmental Assessment, 2013) to clear the trail corridor of brush, root wad removal, tread widening to 24 with no less than 2% off-slope, installation of rolling dips and rock armored drainage features, rock armored tread surface and rock retaining walls to be placed where needed.

3. Brushing- Removal of excess vegetation from within the trail corridor. This will be accomplished using hand crews with chain saws and pruning shears, and Pulaskis for removing root wads. The area has seen extensive logging and has experienced both wildfires and controlled burns, stimulating rapid growth of Manzanita and brush. This expeditious growth requires on-going brushing and root wad removal to ensure the trails are safe with open sight lines.
4. Grooming- Filling small ruts developed in the trail tread and removing slough material. Grooming is accomplished using hand crews with scraping tools, and in more severe cases, a mini excavator is used. While the Mount Hough Trail System is a newly designated OHV area, it has become extremely popular with the recreating public and receives heavy use from both motorized and non-motorized users.
5. Tread Armoring- Tread armoring is performed to protect from soil loss in areas where the grade is either too steep to sustain wheeled traffic or in low spots that develop puddles. Native rock is used in all tread armoring and requires the following tools and equipment: hand digging tools, mini excavator, Griphoist, Magnum Buster with charges, Pionjar rock drill and motorized wheelbarrow for rock transport. Proper tread armoring takes a considerable amount of time for a hand crew to perform; requiring large rocks (sometimes weighing in excess of 300 pounds) to be gathered, transported and perfectly placed.
6. Volunteer Opportunities- Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help maintain the tread and perform brushing.
7. Vehicle barriers- Repair and installation of signs and barriers to prevent OHV use off the trail system. Large rocks and logs will be used to keep users on the trail. Signs (recycled materials) will be replaced as needed. Several previously installed trail signs have been shot at, run over and otherwise destroyed by the public, leaving key trail intersections unmarked.
8. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-2) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area). Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).
9. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.
10. Provide opportunities for the community to become engaged in a meaningful outdoor project through organized volunteer workdays.

11. Submit all reports as required in the State Project Agreement.
12. Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful; (2) reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.
13. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

EXHIBIT A-1

List of Trails

G18-03-84-G01
Trail List

MT. Hough District	Singletrack	miles
Mt. Hough Trail		10.45
Berry Cr Trail		2.3
North Tollgate		2
IFR 1		1.35
IFR 2		2.95
Clear Creek 3		1.64
Keddie		1.89
Berry Cr Tie		0.62
Chandler		0.63
9M34		0.55
9M35		0.69
8M19		1.27
ATV		
Grizzly Ridge		2.3
Fireline		0.52
Upper Cashman cr		1.9
Bell Hill		1.04
Cashman Ridge		0.77
Lower Cashman cr		1.72
Clear Creek 1		1.17

10M23	
Connector	0.66
10M29	2.2
9M40	1.01
4x4	
10M21B	1
10M30	1
10M23	2.8
10M20	1
10M21	1
Jump Off	0.75
Tie / 25N12YB	1
Taylor Creek	
Extension	1.66
Cashman	
Overlook	0.41
9M61	4.01
9M29	4.13
9M42A	0.17
9M42B	0.52
9M46	0.95
9M47	1.41
Feather River	
District	
MT. Fillmore /	
10M06	3.2
9M28 /	
Cleghorn	3.5
10E05 / Table	
Rock	3
10M50 /	
Marshmellow	2.28
10M50B	0.86

10M50C	0.26
10M51	3
11EO6	4.7
Beckwourth District	
10M08 / Nelson Creek Trail	6.4

EXHIBIT A-2

Minimum Design Parameter Guidelines

1. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7" and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7" and clearing width of 72" (light vegetation may encroach into clearing area)).
2. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.

EXHIBIT A-3

State Project Agreement

EXHIBIT B

Fee Schedule

1. Contractor shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Contractor shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Contractor any portions of the reimbursement allocable to the work performed by Contractor. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Contractor in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of Project Agreement, in response to a claim for reimbursement submitted for work performed by Contractor. If the State of California denies any claim for reimbursement arising from work performed by Contractor under this Agreement, the County shall not be liable for paying such claim to Contractor. If County has advanced funds to contractor in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Contractor shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

**PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL
50 CHURCH ST., QUINCY CA 95971 – 530.283.6500 X 5335**

TO: Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: December 18, 2021
RE: Certification of Council Membership

Background

Education Code, Sections 8499.3 and 8499.4 requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisor's appoints the other half. Annually membership certification needs to be sent to the California Department of Education, signed by both joint authorities.

Current Recommendation/Requested Action

Attached is the current list of council members recommended for continued membership by our council at our December 2021 meeting. CSS indicates the member was originally appointed by the County Superintendent of Schools and CBS indicates the member was appointed by the County Board of Supervisors. These designations will continue along with the membership renewals. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on January 20

Return to: lpc@dss.ca.gov

County Name: Plumas

County LPC Coordinator: Rachael Brothers

Coordinator Email: rbrothers@pcoe.k12.ca.us

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

Name of Representative: Lucie Kreth (CBS)

Representative Address/ Telephone Number: PO Box 2371 Portola, CA 96122 / (530) 836-0807

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: _____

Representative Address/ Telephone Number: _____

Appointment Date and Duration: _____

Name of Representative: _____

Representative Address/ Telephone Number: _____

Appointment Date and Duration: _____

20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)

Name of Representative: Debbie Guy (CBS)

Representative Address/ Telephone Number: Plumas Rural Services – R&R
711 East Main St. Quincy, CA / (530) 283-4453 x 824

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Maria Altamirano (CSS)

Representative Address/ Telephone Number: 424 N. Mill Creek Rd. Quincy, CA 95971/ (530) 257-1206

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Kinderlin Houznor (CSS)

Representative Address/ Telephone Number: Feather River College – CDC, 570 Golden Eagle Ave. Quincy, CA/ (530) 283-0521

Appointment Date and Duration: January 1, 2022-December 31, 2023

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

Name of Representative: Dorrie Philbeck (CBS)

Representative Address/ Telephone Number: Plumas County Public Health, 270 County Hospital Rd. Quincy, CA / (530) 283-6330

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Kevin Bean (CSS)

Representative Address/ Telephone Number: Plumas County Office of Education, 50 Church St. Quincy, CA / (530) 283-6500

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Melissa Groh (CSS)

Representative Address/ Telephone Number: Plumas Unified School District, Pioneer Elementary School, 175 N. Mill Creek Rd. Quincy, CA 95971 / (530) 283-6550 x 5303

Appointment Date and Duration: October 1, 2021- September 30, 2023

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

Name of Representative: Elisabeth Welch (CBS)

Representative Address/ Telephone Number: Plumas Rural Services
711 East Main St. Quincy, CA / (530) 283-4453 x 815

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Merle Rusky (CBS)

Representative Address/ Telephone Number: Feather River College – ECE, 570 Golden Eagle Ave. Quincy, CA / (530) 283-0202 x 311

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: _____

Representative Address/ Telephone Number: _____

Appointment Date and Duration: _____

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative: Ellen Vieira (CBS)

Representative Address/ Telephone Number: First 5 Plumas, 270 County Hospital Rd. Quincy, CA / (530) 394-7016

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: Erica Bryant (CSS)

Representative Address/ Telephone Number: 1018 Valley View Dr. Quincy, CA 95971 / 530-283-7165

Appointment Date and Duration: January 1, 2022-December 31, 2023

Name of Representative: _____

Representative Address/ Telephone Number: _____

Appointment Date and Duration: _____

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 12/9/2021, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

Signature: _____

Phone Number: _____

Date: _____

Authorized Representative – County Superintendent of Schools

Signature: SCi ^{Deputy} Lisa Cavin

Phone Number: 530 283-6500 x 5230

Date: 12/17/21

Local Child Care Planning Council Chairperson

Signature: Leisabeth Duvach

Phone Number: 530-283-4453

Date: 12/15/2021

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 Joe Blackwell, Deputy Director Robert Thorman, P.E., Assistant Director



CONSENT AGENDA REQUEST

For the [January 4, 2022](#) meeting of the Plumas County Board of Supervisors

[December 27, 2021](#)

To: The Honorable Board of Supervisors
From: John Mannie, Director of Public Works
Subject: Authorize execution of Service Agreements with Ferrellgas, Brown's Gas Company, Inc. and Hunt & Sons, Inc.

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

Background:

On October 26, 2021 the Plumas County Public Works (PCPW) posted Request for Bids for our annual Propane, Gasoline, Clear Diesel, and Heating Fuel contracts for Chester, Greenville, Quincy, Graeagle, Beckwourth and La Porte Maintenance Yards. Low bids are as follows:

	Propane	Gasoline	Clear Diesel	Heating Fuel
Chester	Ferrellgas	Hunt & Sons	Hunt & Sons	Hunt & Sons
Greenville		Hunt & Sons	Hunt & Sons	Hunt & Sons
Quincy	Ferrellgas	Hunt & Sons	Hunt & Sons	Hunt & Sons
Graeagle	Ferrellgas	Hunt & Sons	Hunt & Sons	Hunt & Sons
Beckwourth		Hunt & Sons	Hunt & Sons	Hunt & Sons
La Porte	Brown's Gas	Hunt & Sons	Hunt & Sons	Hunt & Sons

Service Agreements have been approved "as to form" by County Council

Policy Compliance:

This recommended action complies with the Plumas County Purchasing Policy.

Fiscal Impact:

Pricing will be on a Rack Price + Freight + Taxes and Fees. The maximum allowable under the Propane contracts is \$8,500 each. The maximum allowable under the Gasoline, Clear Diesel, and Heating Fuel contract is \$600,000 total.

Staff Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign the service agreements with Ferrellgas, Brown's Gas Company, Inc. and Hunt and Sons, Inc.

Attachments:

Ferrellgas Service Agreement
Brown's Gas Company, Inc Service Agreement
Hunt and Sons, Inc Service Agreement

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 **Brown's Gas Company, Inc.**, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Five Hundred Dollars and No/100 (\$8,500.00) over the term of this Agreement.
3. Term. The term of this agreement shall be from January 1, 2022 through December 31, 2022. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Brown's Gas Company, Inc., from January 1, 2022 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. 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

- 1 -

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

five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision

stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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.

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: Mason Crouch

CONTRACTOR

Brown's Gas Company, Inc.
P.O. Box 469
Marysville, CA 95901
Attention: Kathy Oswald

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.
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:

Brown's Gas Company, Inc.
a California Corporation

By: _____
Lois Zacharopoulos
President

Date signed: _____

By: _____
Kathy Oswald
Chief Financial Officer

Date signed: _____

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

By: _____

Jeff Engel
Chair, Board of Supervisors

Date Signed: _____

ATTEST:

By: _____
Heidi Putnam
Clerk of the Board

Date Signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/13/2021

_____ COUNTY INITIALS _____

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Deliver Propane gas to the La Porte Maintenance Yard, 2021 Church Street La Porte, CA 95981

Delivery of propane gas will be delivered in amounts required to keep the County's tank on a 'keep full' basis. Tank size for La Porte is 1,000 gallons.

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EXHIBIT B

Fee Schedule

1. The Price shall be the Contractor's Rack price on date of filling, plus
 - a. all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to County, and
 - b. all delivery charges, fees and related costs incurred by Contractor in delivering fuel to County.
2. Payment under this contract shall not exceed Eight Thousand Five Hundred dollars and no cents (\$8,500.00).
3. 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.

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 Ferrellgas, 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 Eight Thousand Five Hundred Dollars and No/100 (\$8,500.00) over the term of this Agreement.
3. Term. The term of this agreement shall be from January 1, 2022 through December 31, 2022. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Ferrellgas, from January 1, 2022 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. 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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CONTRACTOR INITIALS

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

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.

COUNTY INITIALS

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CONTRACTOR INITIALS

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: Mason Crouch

CONTRACTOR

Ferrellgas
364 Lower Grass Valley Rd
Nevada City, CA 95959
Attention: Brian Segner

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.
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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Ferrellgas

By: _____
Bailee Matthews
Government Bids Analyst

Date signed: _____

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

By: _____

Jeff Engel
Chair, Board of Supervisors

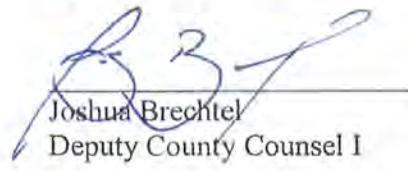
Date Signed: _____

ATTEST:

By: _____
Heidi Putnam
Clerk of the Board

Date Signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/13/2021

COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Deliver Propane gas to the following Plumas County Public Works Maintenance Yards
 - a) Chester Maintenance Yard, 1033 State Route 36, Chester, CA 96020
 - b) Quincy Maintenance Yard, 1834 East Main St, Quincy, CA 95971
 - c) Graeagle Maintenance Yard, 1091 Maricopa Tr., Graeagle, CA 96103
2. Delivery of propane gas will be delivered in amounts required to keep the County's tanks on a 'keep full' basis. Tank size for Chester is 500 gallons, Quincy 1000 gallons, and Graeagle 500 gallons.

EXHIBIT B

Fee Schedule

1. The Price shall be the Contractor's Rack price on date of filling, plus
 - a. all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to County, and
 - b. all delivery charges, fees and related costs incurred by Contractor in delivering fuel to County.
2. Payment under this contract shall not exceed Eight Thousand Five Hundred dollars and no cents (\$8,500.00).
3. 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.

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 Hunt & Sons, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Six Hundred Thousand Dollars and No/100 (\$600,000.00) over the term of this Agreement.
3. Term. The term of this agreement shall be from January 1, 2022 through December 31, 2022. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Hunt & Sons, Inc., from January 1, 2022 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. 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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CONTRACTOR INITIALS _____

five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision

stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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.

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: Mason Crouch

CONTRACTOR

Hunt & Sons, Inc.
188 Crescent St
Quincy, CA 95971
Attention: Ken Macklin

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.
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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Hunt and Sons, Inc.

By: _____

Josh Hunt
President

Date signed: _____

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

By: _____

Jeff Engel
Chair, Board of Supervisors

Date Signed: _____

ATTEST:

By: _____

Dan Maue
CFO

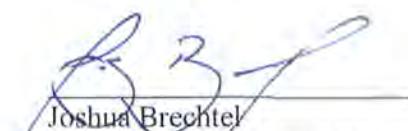
Date Signed: _____

By: _____

Heidi Putnam
Clerk of the Board

Date Signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/13/2021

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Deliver Clear Diesel Fuel, Gasoline Fuel and High Sulfur Burner Fuel to the following Plumas County Public Works Maintenance Yards
 - a) Chester Yard, 1033 State Route 36, Chester, CA 96020
 - b) Graeagle Yard, 1091 Maricopa Tr., Graeagle, CA 96103
 - c) Beckwourth Yard, 240 Beckwourth-Genesee Rd, Beckwourth, CA 96129
 - d) Greenville Yard, 36 Williams Valley Rd., Greenville, CA 95947
 - e) LaPorte Yard, 2020 Church St., La Porte, CA 95981
 - f) Quincy Yard, 1834 East Main St, Quincy, CA 95971
2. All of the below listed fuel tanks are to be kept on a "Keep Full" Basis unless otherwise noted

Yard	Gallons	Fuel Type	Notes
Quincy	10,000	Clear Diesel	On-Call
	2,000	Gasoline	On-Call
	2,000	HS Burner #1	
	1,000	HS Burner #2	
	1,000	HS Burner #3	
	1,000	HS Burner #4	
	2,000	Clear Diesel	
Chester	2,000	Gasoline	
	1,000	HS Burner	
	2,000	Clear Diesel	
Graeagle	2,000	Gasoline	
	2,000	Clear Diesel	
	2,000	Gasoline	
Beckwourth	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
Greenville	2,000	Gasoline	
	2,000	Clear Diesel	
	1,000	HS Burner	
La Porte	2,000	Clear Diesel #1	
	2,000	Clear Diesel #2	
	350	Gasoline	

3. The County estimates that its requirement for Fuel during the Initial Term are as follows (all quantities in gallons):

Yard	Clear Diesel	Gasoline	HS Burner
Chester	22,000	4,000	6,000
Graeagle	14,000	1,500	0
Beckwourth	12,000	3,000	4,000
Greenville	11,000	2,000	4,000
La Porte	15,000	200	0
Quincy	51,000	12,000	14,300

EXHIBIT B

Fee Schedule

1. The Price shall be the Contractor's Rack price on date of filling, plus
 - a. all applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to County, and
 - b. all delivery charges, fees and related costs incurred by Contractor in delivering fuel to County.
2. Payment under this contract shall not exceed Six Hundred Thousand dollars and no cents (\$600,000.00).
3. 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.

Item 4D4

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 - Joe Blackwell, Deputy Director - Rob Thorman, P.E. Assistant Director



CONSENT AGENDA REQUEST

For the January 4, 2022 meeting of the Plumas County Board of Supervisors

Date: December 27, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

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

Subject: **Authorize Execution of Amendment No. 10 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for Analysis of Dixie Fire Damage to the Greenville Streets Project in an amount not to exceed \$83,324.30.**

Project Background:

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services to measure the degree of damage caused to the asphalt concrete pavements resulting from exposure to the fire. The consultant will determine limits of damaged pavements, damages to the asphalt binder within asphalt concrete, including obtaining sufficient core samples for testing to measure the extent of the damage to the pavements by the Dixie Fire.

The project is targeting state and federal funds through the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) for reimbursement for future expense of repairing or replacing fire-damaged pavements.

The attached MGE Engineering, Inc. Amendment No. 10 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 10 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for Analysis of Dixie Fire Damage to the Greenville Streets Project in an amount not to exceed \$83,324.30 and ratify and approve for payment, services provided by MGE Engineering, Inc., from November 12, 2021, to date of approval of this Agreement by the Board of Supervisors.

Attachment: Amendment No. 10 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc.

AMENDMENT NO. 10
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Analysis of Dixie Fire Damage to Greenville Streets Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting civil engineering services to measure the degree of damage caused to the asphalt concrete pavements resulting from exposure to the fire. The consultant will determine limits of damaged pavements, damages to the asphalt binder within asphalt concrete, including obtaining sufficient core samples for testing to measure the extent of the damage to the pavements by the Dixie Fire.

The project is targeting state and federal funds through the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) for reimbursement for future expense of repairing or replacing fire-damaged pavements.

Scope of Work

The Scope of Work shall include Tasks 1 through 2 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Eighty-three Thousand, Three Hundred Twenty-four Dollars and Thirty Cents (\$83,324.30).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Term

The term of this Agreement commences on November 12, 2021 and shall remain in effect through July 1, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by MGE Engineering,

Consultants Initials

County Initials

Inc., from November 12, 2021, to date of approval of this Agreement by the Board of Supervisors.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California



Jeff Engel, Chair
Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clark of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: _____

Fred Huang, Chief Financial Officer

Date: _____

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

County Counsel

Date: 10/22/21

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Project Schedule

Exhibit A

SCOPE OF SERVICES

Task 1 – FIELD INVESTIGATION

MGE and subconsultant NCE will mobilize to Greenville on November 15, 2021, to prepare for field coring on November 16, 2021. Crawford Laboratories will perform the coring under the guidance of NCE staff on site. It is estimated that approximately 24 locations will be cored covering much of the pavement area in greater Greenville. At each coring location, 3 or 4 cores will be taken to yield sufficient asphalt concrete for laboratory evaluation. A map of tentative core locations, subject to change has been submitted to the County.

Core locations will be selected to be in areas that are both damaged and not damaged so that relative (performance/condition) comparisons can be made. It is estimated that the crew can core 8 to 10 coring locations in one day depending on site access and setup time. Core holes will be backfilled with asphalt concrete cold patch. Each core will be labeled based on its location for subsequent laboratory testing. Coring will only be conducted through the asphalt concrete surface and not into the aggregate base or subgrade. NCE understands that USA is not required.

NCE understands that we do not need to provide traffic control during the coring process due to either the roads being closed, or traffic control will be provided by the County. NCE also assumes that an encroachment permit is not required for this work, or if so, it will be a no fee permit that can be approved by the County prior to fieldwork.

In parallel with the coring process, NCE will visually assess the pavements surrounding the coring locations. This will include taking photographs and documenting typical distress types and severity.

Task 2 – Laboratory Testing, Analysis, and Reporting

MGE and subconsultant NCE will deliver cores to Wood Rogers Laboratory in Reno, NV for testing. While the testing plan is not fully developed at the time of this writing, it is expected that the cores will be cut into slices, separating the top 2 to 4 inches of AC from the bottom layers. Asphalt cement binder (binder) from the top portions of the cores will be extracted. Physical testing comparing the binder from the pavement within the burn areas and those outside the burn areas will help inform damage to the pavement due to an expected premature and advanced aging of the binder in the fire areas. Up to 30 sets of tests will be performed ranging from \$140/test to \$650/test, as in the attached fee schedule, for an estimated total cost of \$12,000. Project data will be used to delineate areas of fire damaged pavement and estimate reduction of service life. And based upon the degree of damage to the pavement and the area of the pavement damaged, an estimated cost to rehabilitate the pavements will be calculated.

Exhibit B

SCHEDULE

With receipt of an NTP to start work by November 12, 2021, MGE and subconsultant NCE will perform the field assessment the week of November 15, 2021. We expect that preliminary results can be presented on or before December 23, 2021 with draft final report submission expected by January 14, 2022. NCE can turn around the final report within two weeks of receipt of comments from the County.

Exhibit C

NCE will provide the defined scope of work on a time and materials basis as provided in the attached 10-H1 fee estimate.



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: December 16, 2021

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Items for the meeting of January 4, 2022

It is recommended that the Board:

Approve and sign amendment to contract #PCSO00009 between the Plumas County Sheriff's Office (PCSO) and Chester Auto Body & Glass, Inc

Background and Discussion:

The term of this contract is 09/15/2021 – 09/14/2022. The purpose of this contract is to provide body work and paint on the SO vehicles. Chester Auto Body & Glass, Inc was sold by Brian Smith and purchased by Sean Langrehr the parties desire to change the agreement.

Agreement has been approved as to form by County Counsel.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND CHESTER AUTO BODY & GLASS, INC.

This First Amendment to Agreement ("Amendment") is made on December 15, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Chester Auto Body & Glass, Inc., Inc, a California corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Chester Auto Body & Glass, Inc. have entered into a written Agreement dated September 15, 2021 (the "Agreement"), in which Chester Auto Body & Glass, Inc. agreed to provide body work and paint on SO vehicles, supplies, and services to Plumas County.
 - b. Because Chester Auto Body & Glass, Inc was sold by Brian Smith and purchased by Sean Langrehr the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. This Agreement is made this 15th day of September 2021, 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 Chester Auto Body & Glass, Inc., a California corporation (hereinafter referred to as "Contractor").
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated September 15, 2021, shall remain unchanged and in full force and effect.

[

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

CONTRACTOR:

Chester Auto Body & Glass, Inc. a California Corporation.

By: _____

Name: Sean Langrehr

Title: COE/President

Date:

By: _____

Name: Elise Langrehr

Title: Secretary

Date:

COUNTY:

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

By: _____

Name: Todd Johns

Title: Sheriff-Coroner

Date signed: _____

ATTEST:

By: _____

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

Date signed: _____

By: _____

Jeff Engel, Chair

Board of Supervisors

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/16/2021

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND CHESTER AUTO BODY & GLASS, INC.

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CONTRACTOR:

Chester Auto Body & Glass, Inc. a California Corporation.

By: _____

Name: Sean Langrehr

Title: COE/President

Date:

By: _____

Name: Elise Langrehr

Title: Secretary

Date:

COUNTY:

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

By: _____

Name: Todd Johns

Title: Sheriff-Coroner

Date signed: _____

ATTEST:

By: _____

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

Date signed: _____

By: _____

Jeff Engel, Chair

Board of Supervisors

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/16/2021

Item 5

**BECKWOURTH COUNTY SERVICE AREA
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
5 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

AGENDA REQUEST

for the January 4, 2022 meeting of the Plumas County Board of Supervisors

Date: December 27, 2021

To: Honorable Governing Board

From: ~~FOR~~ John Mannle, Manager, Beckwourth CSA

Subject: Approval of Payments to Plumas Sanitation for Wet Well Pumping for Sewer Leak Repair without a Contract

Robert Thorman
Assistant Director
Robert Thorman

BACKGROUND:

The sewer pump station wet well has had a leak from piping abandoned from the backup sewer pump that was removed years ago. The steel piping has deteriorated due to the harsh environment causing the effluent to flow back into the wet well, as well as potential catastrophic pipe failure. Staff have been monitoring the leak and solicited informal quotes from a number of plumbers in Plumas County and the Reno area. Johnson Plumbing and Folchi Construction reviewed the sewer pump station, but declined to provide a proposal. Jet Plumbing provided an estimate for the repair, but was unable to schedule the work for 2 months. Tyler McGarr was contacted multiple times as well as Hartwig Construction and Hinson Construction.

Due to the only estimate received being so far out, Rob Thorman emailed Supervisor Ceresola and Gabriel Hydrick on December 3, 2021 with recommendation of using Beckwourth Road crew to excavate and locate the pressure sewer as it exits the pump station. Timing was critical for excavation due to incoming storms and sub-freezing temperatures. The crew located the steel pressure main pipe on December 7th. Plumas Sanitation pumped the wet well after the effluent from the pressure line drained back into the wet well on December 8th. The BCSA operator assisted in eliminating the leaking pipe from the pressure sewer and the road crew backfilled the excavation on December 8th. The wet well needed to be empty for the sewer pump to be turned off for the repair to cure.

The sewer pump was restarted on December 9th around noon by the operator and the leak and potential for pump station failure was eliminated.

The Road Department will invoice Beckwourth CSA for two days of personnel and equipment costs. In addition to these costs, supplies for pipe repair were purchased costing approximately \$120.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Plumas Sanitation totaling \$1,225 without a contract and to ratify all approved wet well pumping work performed to date.

Attachment: Plumas Sanitation Invoice

Plumas Sanitation, Inc.

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone (530) 832-0370

Fax (530) 832-0373

Invoice

Number: 19655

Date: 13-Dec-2021

P.O. Number:

Job Description:

Order Num: 19655

Serviced 08-Dec-2021

BILL TO: 1014

Beckwourth County Service Area
 1834 E. Main St
 Quincy, CA 95971

JOB SITE

Rob Thorman
 81590 Hwy 70
 Beckowurth Lift Station
 Beckwourth, CA 96129

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 3500gal	\$1,225.00	No	\$1,225.00

Taxable Amount \$0.00	Tax Rate 0	Tax Description \$0.00	Subtotal NonTaxed: Subtotal Taxable: Subtotal Tax:	\$1,225.00 \$0.00 \$0.00
Payment Terms Net 30	Payment \$0.00	Adjustment \$0.00	Late Charge \$0.00	Please Pay: \$1,225.00

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From: Please detach here and return the bottom portion with your payment.

Beckwourth County Service Area
 1834 E. Main St
 Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
19655	19655	13-Dec-2021	\$1,225.00

To:**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Item 6A

BOARD AGENDA REQUEST FORM

Department: Elections

Authorized Signature: Marey DeMarle

Board Meeting Date: 1-4-2022

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 and Authorize Plumas County Elections to conduct a special tax measure election for the Peninsula Fire Protection District on May 3, 2022.

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.

RESOLUTION NO. 2022-_____

**A RESOLUTION AUTHORIZING THE COUNTY CLERK TO CONDUCT
A SPECIAL TAX ELECTION WITHIN THE BOUNDARIES OF THE
PENINSULA FIRE PROTECTION DISTRICT,
FOR A SPECIAL TAX ELECTION
TO BE HELD MAY 3, 2022**

WHEREAS, on November 17, 2021, the Board of Directors of the Peninsula Fire Protection District has requested by Resolution #11-17-2021-01, hereto attached as Exhibit "A", that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct an election on May 3, 2022, for the purpose of emergency medical services, fire protection and prevention and to call an election thereon.

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

1. The Plumas County Clerk is authorized to conduct an election within the boundaries of the Peninsula Fire Protection District to be held on May 3, 2022, for the purpose of obtaining voter approval by a two-thirds majority vote of the following measure:

"Upon a two-thirds vote of approval, shall the Peninsula Fire Protection District be authorized to levy a special tax of \$442.50 (Improved) \$394.50 (unimproved) per year per parcel to an indeterminate period of time with no predetermined expiration date within the District, excluding those parcels exempt from County property tax, to replace the current special tax of \$292.50 (Improved) \$277.50 (unimproved) per year per parcel authorized by the voters in 2014, to be collected and apportioned with the Plumas County property taxes beginning in fiscal year 2022/2023 and continuing each year thereafter with the proceeds from such taxes to be used for the sole purposes of supplementing the funding of services for emergency medical services, fire protection and prevention; with approval of the special tax also being for the purpose of raising the District's appropriations limits (spending limit) by the amount of the annual proceeds from this special tax, shall continue to be deposited into a specially-created account on which an annual report shall be made as required by Government Code Section 50075.3?"

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct an election within the boundaries of the Peninsula Fire Protection District with Vote by Mail ballots, including preparation and publication of all legal notices, preparation of official ballots, tabulation of votes, canvassing the returns and taking all other necessary steps required under state and

local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by deposit, advance payment, or reimbursement.

The forgoing resolution was adopted at a regular meeting of the Plumas County Board of Supervisors held on January 4, 2022, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

, Chair of the Board of Supervisors

ATTEST:

Heidi White, Clerk to the Board of Supervisors

RESOLUTION NUMBER 11-17-2021-01

A Resolution of the Board of Directors of the Peninsula Fire Protection District requesting that the County Board of Supervisors authorize the County Clerk to conduct an election to consider a Special Tax for Emergency Medical Services, Fire Protection and Prevention.

WHEREAS, the Board of Directors of the Peninsula Fire Protection District recommends that an election be held for the purpose of increasing the existing special tax to \$442.50 (Improved) \$394.50 (unimproved) per year on each parcel subject to an indeterminate period of time with no predetermined expiration date. If it is determined that an increase in a variance of the current special taxes as stated herein is needed, said additional increase in funding would require the District to have the matter go to an election by the voter for either a dollar amount or percentage amount increase. If the increase request does not receive voter approval then the current fee status would remain.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Peninsula Fire Protection District as follows:

1. An election is called for the purpose of approving increasing a special tax for an indeterminate time period to insure adequate emergency medical services, fire protection and prevention. The District requests that this election be held on May 3, 2022 and conducted by mail ballot, at the discretion of the County Clerk. The County Clerk is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.
2. The measure submitted to the voters within the boundaries of the District shall read as follows:

“Upon a two-thirds vote of approval, shall the Peninsula Fire Protection District be authorized to levy a special tax of \$442.50 (Improved) \$394.50 (unimproved) per year per parcel to an indeterminate period of time with no predetermined expiration date within the District, excluding those parcels exempt from County property tax, to replace the current special tax of \$292.50 (Improved) \$277.50 (unimproved) per year per parcel authorized by the voters in 2014, to be collected and apportioned with the Plumas County property taxes beginning in fiscal year 2022/2023 and continuing each year thereafter with the proceeds from such taxes to be used for the sole purposes of supplementing the funding of services for emergency medical services, fire protection and prevention; with approval of the special tax also being for the purpose of raising the District’s appropriations limits (spending limit) by the amount of the annual proceeds from this special tax, shall continue to be deposited into a specially-created account on which an annual report shall be made as required by Government Code Section 50075.3?”

The foregoing resolution was duly passed and adopted by the Board of Directors of the Peninsula Fire Protection District, at a meeting of said Board held on the 17th day of November 2021 by the following vote:

Directors: Nancy Foote, Bill Barry, Tracey Smith, Mark Burnham, Kim Kimball

AYES: 4

NOES: 0

ABSENT: 1

ATTESTED BY:



Holly C. Coons
Administrative Assistant

APPROVED BY:



Nancy Foote
Chairperson,
Board of Directors

Exhibit “A”

Item 6B1

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 Joe Blackwell, Deputy Director Robert Thorman, P.E., Assist. Director



AGENDA REQUEST

For the January 4, 2022 meeting of the Plumas County Board of Supervisors

December 27, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker II position in the Quincy Maintenance District, discussion and possible action.

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

Background:

As the result of a Maintenance Worker from the Quincy Maintenance District transferring to the Graeagle Maintenance District, there exists a vacancy for a Road Maintenance Worker II in the Quincy Maintenance District effective December 20, 2021.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker II position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker II / Public Works Maintenance Division – Quincy District

Is there a legitimate business, statutory or financial justification to fill the position?

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.

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

The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of 12/20/21

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in the 21/22 budget includes funds for this position.

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

A minimum of 10 Maintenance Workers

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

Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.

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

The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?

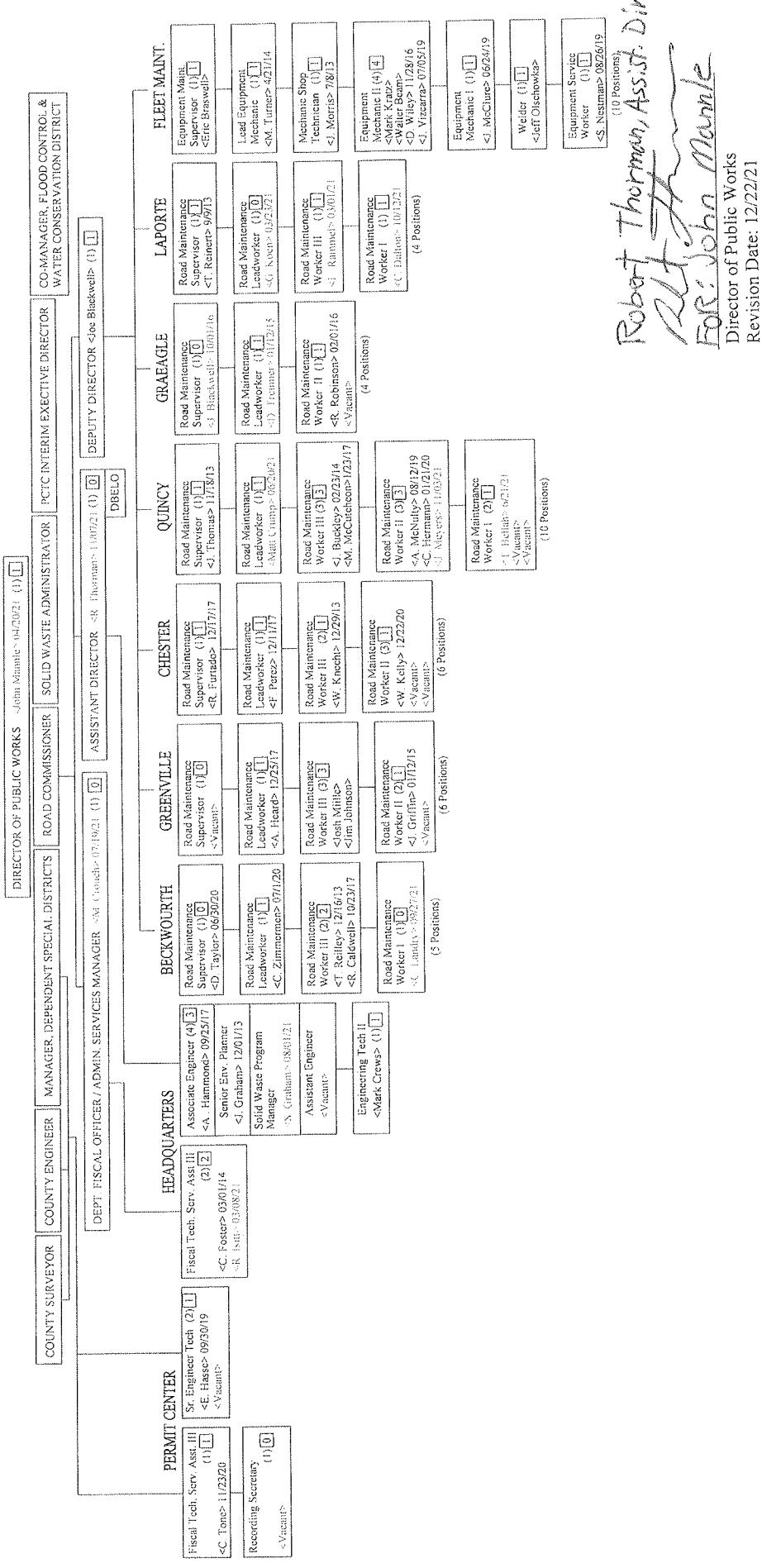
No

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



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

Joe Blackwell, Deputy Director

Robert Thorman, P.E. Assist Director



AGENDA REQUEST

For the January 4, 2022 meeting of the Plumas County Board of Supervisors

December 16, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy, via in County promotional of One (1) FTE PW Maintenance Supervisor/Foreman position in the Greenville Maintenance District, discussion and possible action.

A handwritten signature in blue ink that appears to read "John Mannle".

Background:

Due to the unexpected passing of our Greenville Maintenance Supervisor/Foreman, on December 15, 2021, there exists the vacancy for the Road Maintenance Supervisor/Foreman position for the Greenville Road Maintenance District.

The Department is requesting the Board of Supervisors approve the Supervisor/Foreman position for the Greenville Maintenance District (1 FTE funded and allocated position) and authorize the Human Resources Department to begin In-County promotional recruitment.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Supervisor/Foreman position for the Greenville Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Supervisor / Public Works Maintenance Division – Greenville District

Is there a legitimate business, statutory or financial justification to fill the position?

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads in a safe condition for public use for all modes of travel 24/7/365.

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

The minimum crew size for the Greenville area is 454. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 3 personnel to perform the activity. The Supervisor is in charge of the crew.

How long has the position been vacant?

Vacant as of 12/15/21.

Can the Department use other wages until the next budget cycle?

The Maintenance Division's budget line item for wages in the 21/22 budget includes funds for this position.

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

A minimum of one Supervisor per crew at all times.

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

Providing adequate maintenance necessary component to keep County roads in the Greenville Area in a safe condition for public use for all modes of travel.

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

The negative fiscal impact will be the increase in the County's liability due to inadequate maintenance of County roads in the Greenville Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? None

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No

Does the budget reduction plan anticipate the elimination of any of the requested positions?

No

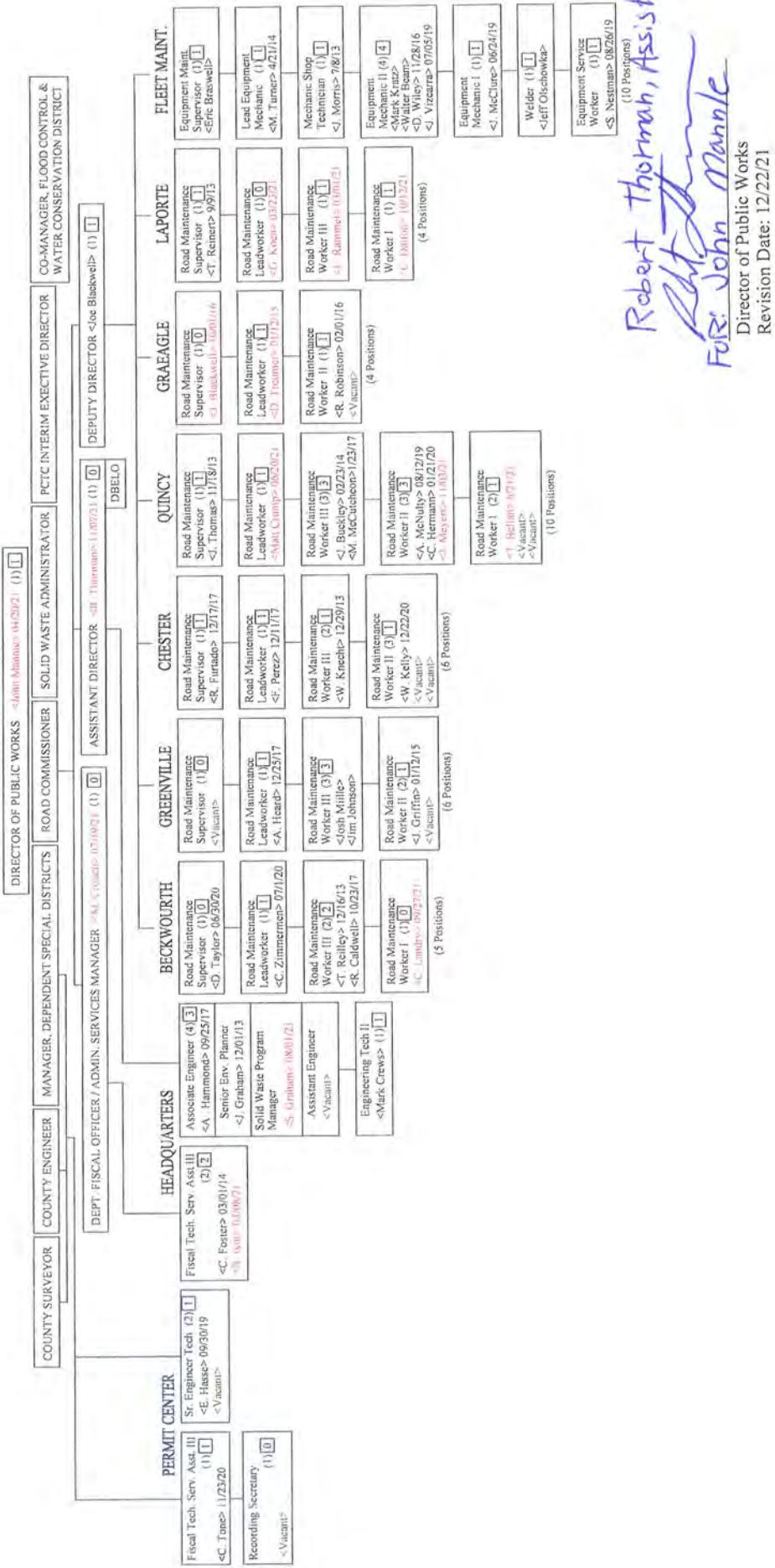
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

No change in General Fund support since this is already a budgeted position.

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART





TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

DATE: December 21, 2021

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of January 4, 2022

Recommended Action:

Approve and sign the attached resolution that allows the Sheriff's Office to pursue and secure State Homeland Security Grants (SHSG), Emergency Management Performance Grants (EMPG), Emergency Management Performance Grant-Supplemental (EMPG-S), Emergency Management Performance Grant- American Recovery Act Plan (EMPG-ARPA) or similar grants managed by the State Office of Emergency Services through the fiscal year, 2023-2024.

Background and Discussion:

The EMPG Program has been in effect for about 15 years. Each year the State Office of Emergency Services, who governs the grant at the local level, releases an allocation that Plumas County is able to secure. This grant pays for essentially all the labor costs of the local Office of Emergency Services and also allows funding for repairs of equipment, including replacement, and leases/rents for public safety communication infrastructure. The SHSG program has been in effect since 2002 and largely pays for communication upgrades and equipment for Plumas Co public safety agencies with allocations made available through CalOES. This year there has been a third grant opportunity, EMPG-S and ARPA offered to cover local emergency management costs related to COVID-19 and recovery act needs.

The California Office of Emergency Services requests all sub-grantees (such as Plumas County) create a universal Governing Body Resolution (GBR). This resolution covers all EMPG, EMPG-S, EMPG-ARPA and SHSG awards for a single grant cycle. The state has found that grant specific resolutions have

been problematic for their grant's management staff, necessitating this change. Also, by using a universal GBR, the County would be in a much better position to acquire residual funds that other jurisdictions fail to use. Without the universal GBR, it would be almost impossible to get these additional funds.

Additionally State OES requests that the universal GBR have an authorized agent referred to by position, vs. by name. This allows more fluid grants management, should there be personnel change locally related to a specific position. The last area of note is each time there is a change of Supervisors, a new GBR must be secured.

It is the Sheriff's Office plan to come to your Board each year with the new grant application and seek approval for the process and associated budget, just like has been done in the past. This will keep your Board aware of developments and possible extra funding opportunities that may present themselves. The only real difference in this long-accepted process for local approval will mean that the Board does not need to sign a separate resolution for each grant program each year.

RESOLUTION NO. _____

Resolution of the Board of Supervisors of Plumas County

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
THAT:*

SHERIFF- CORONER or

UNDERSHERIFF

The Sheriff-Coroner or Undersheriff is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for fiscal years 2021-2022, 2022-2023, and 2023-2024.

This includes, but is not limited to, Emergency Management Performance Grants or State Homeland Security Grants as managed through the California Governor's Office of Emergency Services (Cal OES). This resolution is valid for three years, as long as three of the five current board members remain on the Board.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed, and Clerk of the Board of the Plumas County Board of Supervisors do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Plumas on the

_____ day of _____, 20_____.

(Official Position)

(Signature)

Item 7A

RESOLUTION 22-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE GOLDEN STATE CONNECT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, on August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC), of which PLUMAS County is a member, voted to create a new joint powers authority for the purpose of expanding broadband access and quality in rural counties, and authorized submission of the proposed Golden State Connect Authority Joint Exercise of Powers Agreement ("GSCA JPA") to RCRC member counties for approval; and

WHEREAS, the proposed GSCA JPA been provided to each RCRC member county for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of PLUMAS have each been provided with a copy of the proposed GSCA JPA for review; and

WHEREAS, the Board of Supervisors of the County of PLUMAS desires to approve the proposed GSCA JPA and join the Golden State Connect Authority as a Member county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, as follows:

1. The Board of Supervisors hereby approves and authorizes the Chairperson to execute the GSCA JPA, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the President of RCRC.

PASSED AND ADOPTED this 4th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Gretchen Stuhr
County Counsel
Plumas County, California

Item 7A

GOLDEN STATE CONNECT AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

- A. WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- B. WHEREAS, the Members have the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service, pursuant to Government Code section 26231; and
- C. WHEREAS, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- D. WHEREAS, access to broadband is an increasingly essential resource for educational opportunity, health care access, economic growth, and civic engagement, and despite the importance of broadband, access remains uneven throughout the state, particularly in rural areas; and
- E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of making reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members

individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Connect Authority (GSCA), established by this Agreement.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Broadband internet access service" has the same meaning as defined in Government Code section 53167, as hereafter amended.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which as member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Participating Entity" shall mean any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services, which participates in the Authority pursuant to Section 4.d.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from a Member county.

2. Purpose

The purposes of the Authority are to make reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to its Members as provided herein, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members; Participating Entities

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. Any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services may become a Participating Entity upon Executive Committee or Board approval and adoption by the governing body of said public agency of a

participation agreement in the form prescribed by the Authority.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purposes, as set forth in Section 2, the Authority shall have the power to exercise any and all powers common to the Members, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member may also separately exercise any and all such powers. Pursuant to Government Code section 6509, the powers of the Authority shall be those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. Without limiting the generality of the foregoing, the Authority shall further have the following specific powers:

- (1) To establish and operate programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, including without limitation all powers authorized pursuant to Government Code section 26231, as hereafter amended.
- (2) To acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) To do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement in furtherance of the purposes of the Authority.
- (4) To finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without

limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act.

- (5) To issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Executive Committee or Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds.
- (6) To issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may further utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.
- (7) To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.
- (8) To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, tribal or other local public agency.
- (9) To promulgate, adopt and enforce any ordinances, policies, rules and regulations as may be necessary to implement and effectuate the terms, provisions and purposes of this Agreement.
- (10) To exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do, in its own name, all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property, tangible or intangible, wherever located, including the common power of the parties hereto to acquire any real or personal property, tangible or intangible, and

- (5) any interests therein, wherever located, by the power of eminent domain;
- (6) incurring debts, liabilities or obligations,
- (6) receiving and administering trusts, bequests, grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations, tribal governments, or any other governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) prescribing, setting the amount of, revising, and collecting, by any lawful means, user charges and fees necessary to carry out the purposes of this Agreement, including without limitation fees and charges for services provided and the use of any real, personal, or intellectual property of the Authority,
- (9) assessing fees on Members and Participating Entities who elect to participate in programs or projects of the Authority,
- (10) cooperating and contracting with other public agencies in furtherance of the purposes of the Authority, including state and federal agencies, tribal agencies and agencies of other states, in accordance with applicable law,
- (11) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects in furtherance of the purposes of the Authority,
- (11) To make any regulatory filings or reports required by federal or state law related to broadband internet access service and telecommunications services, and to participate in relevant rulemaking and adjudicative proceedings
- (12) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Executive Committee or Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Executive Committee or Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members nor the Authority shall be obligated to pay the principal of or

premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b.

c. The governing body of each Member of the Board shall appoint a Supervisor as an Alternate to serve on the Board in the absence of the Delegate; the Alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No Alternate may have more than one vote at any meeting of the Board, and any Member's designation of an Alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such Alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.

d. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

e. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

f. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

g. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by action of the Board. The date and hour and place of each regular meeting shall be fixed by action of the Board.

b. Meetings of the Board, including special and emergency meetings, shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. A majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director and Secretary of the Authority. The Chief Financial Officer of RCRC shall likewise serve *ex officio* as the Chief Financial Officer, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Chief Financial Officer, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Chief Financial Officer, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall have an Executive Committee comprised of no fewer than nine (9) and no more than eleven (11) members of its Board. The Executive Committee shall consist of the following members:

- (1) The Chair and Vice Chair of the Authority.
- (2) Any members of the Executive Committee of RCRC who are presently serving on the Board of the Authority.
- (3) If there are fewer than nine (9) members serving on the Executive Committee under subsections (1) and (2), the Board shall appoint one or more additional Delegates to the Executive Committee at-large, so that the Executive Committee has nine (9) members.

b. Powers and Limitations

- (1) Except as otherwise directed by the Board, the Executive Committee shall exercise all powers of the Board as necessary to conduct the business and affairs of the Authority between Board meetings, provided that the annual budget must be approved and adopted by the Board.
- (2) The Executive Committee shall further have the power to approve, upon a two-thirds vote of the full membership, projects or programs to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) Other duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the

Board.

(4) The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Unless otherwise provided by the Board, upon termination of this agreement, any assets in the possession of the Authority after payment of all liabilities, costs, expenses and charges incurred under this Agreement shall be distributed as follows:

a. Broadband or telecommunications infrastructure shall be distributed to whatever public entity or entities, if any, that have assumed responsibility for provision of broadband internet access service or telecommunications services, respectively, within the territory served by such infrastructure. Ancillary real property, agreements, books and records, and customer data shall similarly be distributed or assigned, in accordance with applicable law.

b. Any assets not distributed under Section 11.a shall be disposed of as the Board shall determine with the objectives of allowing any broadband or telecommunications systems operated by the Authority to continue operating as going concerns to the extent practicable, and otherwise of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

c. All Members will cooperate in good faith to implement this Section in a manner that, to the extent required by this Section or as directed by the Board, continues the provision of services and minimizes disruption to customers; preserves the value of the broadband and telecommunications infrastructure as a going concern; and completes any transition and distributions in a timely manner.

12. Agreement Not Exclusive

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any

advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members; Breach

If any Member shall default in performing any covenant contained herein, such default shall not excuse that Member from fulfilling its other obligations hereunder, and such defaulting Member shall remain liable for the performance of all covenants hereof. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

a. To the full extent permitted by law, the Executive Committee or Board shall

authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

b. The Authority shall indemnify, defend, and hold harmless the Members hereto and their officers, agents, servants, and employees, from any and all claims, losses, damages, costs, or liabilities resulting to any person, firm, or corporation or any other public or private entity from any cause whatsoever arising from or in any way connected with the performance and exercise of the Authority's powers, except where such indemnification is prohibited by law.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board.

20. Withdrawal of Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any

termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member from obligations incurred by such terminated or withdrawing Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Authority and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the parties hereto.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

COUNTY OF PLUMAS

By: _____

Dated: _____

Name:

Title: Chair of the Board of Supervisors

Attest:

By _____

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By 

Gretchen Stuhr
County Counsel
Plumas County, California

To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first GSCA Board Meeting of 2022 will be held on January 12th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form

Designation of 2022 Delegate and Alternate Supervisors for the
Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

➤ **Supervisor** _____

Alternate:

➤ **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____