



**Board of Supervisors**

Dwight Ceresola, Vice Chair 1st District  
Kevin Goss, Chair 2nd District  
Tom McGowan, 3rd District  
Greg Hagwood, 4th District  
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING  
FEBRUARY 14, 2023 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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](mailto:Public@countyofplumas.com)

## **CALL TO ORDER**

## **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. UPDATES AND REPORTS**

- A. **BEHAVIORAL HEALTH** - Sharon Sousa  
Presentation of a Certificate of Appreciation and Recognition of Jacque Martine-Blanton, thanking her for her years of service and contributions to the Plumas County Behavioral Health Department.
- B. **DIXIE FIRE COLLABORATIVE**  
Report, update, and discussion on Dixie Fire Collaborative efforts
- C. **PLUMAS COUNTY FIRE SAFE COUNCIL** - Hannah Hepner  
Introduction of staff, new board members. Review and update the board on available programs and quantified accomplishments from 2022. **View Item**
- D. **MUNIS HR/PAYROLL MODULE UPDATE**  
Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

### **2. CONSENT AGENDA**

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

#### **A. ASSESSORS OFFICE**

- 1) Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser I/II/III position; vacancy due to resignation. **View Item**

#### **B. PLANNING**

- 1) Approve and authorize the Planning Director to recruit and fill a vacant Extra-Help Planning position. **View Item**

#### **C. PUBLIC WORKS - ENGINEERING**

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Engineering Department and Bay Reprographics Supply, Inc. for the lease and maintenance services of a New Large Format Multifunction Plotter (MFP); for a term of 3 years not to exceed \$15,500.00; approved as to form by County Counsel. **View Item**

### **3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

#### **A. CONVENE AS THE COUNTY SERVICE AREA NO. 12 (CSA #12) GOVERNING BOARD.**

- 1) Approve and authorize the Chair to sign Amendment #2 of the Transit Operations Contract between Community Service Area #12 and Plumas Rural Services, extending the Contract for one year; approved as to form by County Counsel; discussion and possible action. **View Item**

#### **B. ADJOURN AS THE COUNTY SERVICE AREA NO. 12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.**

#### **4. DEPARTMENTAL MATTERS**

##### **A. PROBATION**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Cordico Psychological Corporation to provide psychological evaluation services; effective June 1, 2022; not to exceed Four Thousand Dollars (\$4,000.00); Approved as to form by County Counsel; discussion and possible action. [View Item](#)

##### **B. SHERIFF'S OFFICE** - Todd Johns

- 1) Discussion and possible direction to staff regarding First Aid and cardio-pulmonary resuscitation (CPR) requirements for Correctional Officer applicants. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Sheriff's Office (PCSO) and Berry Enterprises, Inc, for provision of electrical services and maintenance of electrical equipment for PCSO; effective January 1, 2023; not to exceed \$350,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

##### **C. PLANNING DEPARTMENT** - Tracey Ferguson

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County and Michael Baker International, Inc. not to exceed \$70,000 for services under the Department of Housing and Community Development (HCD) Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV2-3) Small Business Assistance Recovery Program; approved as to form by County Counsel; discussion and possible action. [View Item](#)

#### **5. 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 it back within 30 days, on March 14, 2023; discussion and possible action. [View Item](#)

##### **B. APPOINTMENTS**

- 1) Appoint Jack Montgomery to the Plumas County Planning Commission as a representative of District 3; discussion and possible action.

##### **C. CORRESPONDENCE**

##### **D. INFORMATIONAL ANNOUNCEMENTS**

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

## **6. CLOSED SESSION**

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

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
  - 1. Agricultural Commissioner
  - 2. Behavioral Health Director
  - 3. Building Services Director
  - 4. Chief Probation Officer
  - 5. Child Support Services Director
  - 6. County Administrative Officer
  - 7. County Counsel
  - 8. Environmental Health Director
  - 9. Facility Services Director
  - 10. Fair Manager
  - 11. Human Resources Director
  - 12. Information Technology Director
  - 13. Library Director
  - 14. Museum Director
  - 15. Planning Director
  - 16. Public Health Director
  - 17. Public Works Director
  - 18. Risk & Safety Manager
  - 19. Social Services Director
- B. 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
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- F. Conference with Legal Counsel: Claim against the County filed by Mercury Insurance Company on February 6, 2023.

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

## **7. ADJOURNMENT**

Adjourn meeting to Tuesday, February 21, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Hannah Hepner  
**MEETING DATE:** February 14, 2023  
**SUBJECT:** PLUMAS COUNTY FIRE SAFE COUNCIL

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**Recommendation**

Introduction of Plumas County Fire Safe Council Staff and new board members. Update on 2022 accomplishments and review of programs.

**Background and Discussion**

**Action:**

**Attachments:**

1. PCFSC 2.14.23



P.O. BOX 1225  
QUINCY, CA 95971



418 N MILL CREEK RD  
QUINCY, CA 95971



(530)927-5294  
PLUMASFIRESAFE.ORG

Mission: to reduce the loss of natural resources and human values caused by wildfire through Firewise community programs and pre-fire activities.

## Board of Directors:

- **Chair:** John Reynolds  
*Grizzly Ranch Firewise*
- **Vice Chair:** Sally McGowan  
*Quincy/Old Highway Firewise*
- **Treasurer:** Mike Flanigan  
*Flanigan-Leavitt Insurance*
- Trina Cunningham  
*Maidu Summit Consortium*
- Ryan Bauer  
*Plumas National Forest*
- Ryan Tompkins  
*UC Cooperative Extension*
- Tracey Ferguson  
*Plumas County Planning Dept.*
- Ron Heinbockel  
*Retired Fire Chief*
- Kathy Kogge  
*Gold Mountain Firewise*
- Michael Hall  
*Feather River RCD*
- Don Gasser  
*Registered Professional Forester*
- Julie Hunter  
*Northern Sierra Air Quality Management*
- Chuck Bowman  
*Graeagle Firewise*
- Jonathan Pangburn  
*CAL FIRE*
- Joe Smailes  
*Seneca Firewise (retired USFS)*

## Staff Members:

- Hannah Hepner  
*Program Manager (since 2016)*
- Matt West  
*Public Lands Project Manager*
- Bethany Rouse  
*Outreach Assistant & Firewise Coordinator*
- Rachel Wehrman  
*Hazardous Fuel Reduction Project Manager*
- Liam Galleher  
*County Coordinator (Home Site visits)*
- Gary Parque  
*Community Chipping Project Manager*
- Tommy Brenzovich  
*Senior/Disabled Defensible Space Assistance & Home Hardening Incentive Project Manager*
- Logan Krahenbuhl  
*Plumas Underburn Cooperative*



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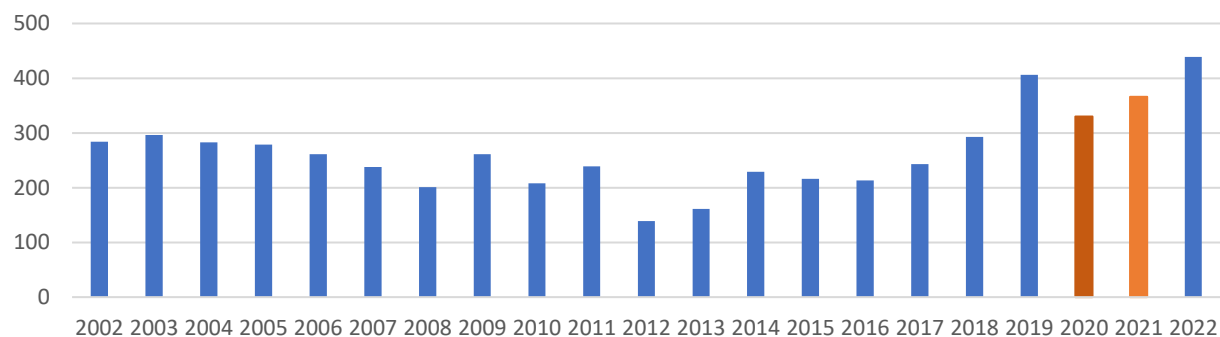
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## Plumas County Fire Safe Council 2022 Annual Summary

### PCFSC Meeting Attendance 2002-2022



Average Attendance at PCFSC Meetings:	37	+4 from 2021
Number of Employees:	8	+3 from 2021
Acres Treated:	977.2	-978.5 from 2021
Chipping Locations:	300	No change
Cubic Yards Chipped:	3,390	+490 from 2021
Defensible Space Clients:	198	+37 from 2021
TREX trainees:	82	+31 from 2021
PUC Burns:	20	+9 from 2021





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## Assistance Programs

The Fire Safe Council secures grant funds from federal, state, and private sources to provide the following services:

### Community Chipping Program

- Free chipping of up to 16 linear feet of woody material if piled along road or accessible driveway
- Available to all residents up to the limits of current funding
- Chipping schedule and guidelines available online at [www.plumasfiresafe.org/chipping](http://www.plumasfiresafe.org/chipping)

To participate: submit an application at [www.chipperday.com/plumas](http://www.chipperday.com/plumas)

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### Senior/Disabled Defensible Space Assistance Program

- Clearance of vegetation and leaf litter from the roof, deck, and within 100 feet of the home for compliance with Public Resources Code 4291
- Available to residents over 65 years of age or with a physical disability
- More information at [www.plumasfiresafe.org/senior-disabled-assistance](http://www.plumasfiresafe.org/senior-disabled-assistance)

To participate: contact the program manager, Tommy Brenzovich, at 530-927-5334

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### Hazardous Fuel Reduction (HFR) Projects

- Thinning of shrubs and small trees (and large trees when appropriate) in areas beyond 100 feet from a structure or on undeveloped lots
- Suitable for large landowners or small parcel owners who want to work with neighbors to treat 100+ acres within a community
- Landowner provides a \$250 per acre cost share for treatment areas
- To request more information contact the HFR Project Manager, Rachel Wehrman, at 530-927-5349

To participate: submit an application at [www.plumasfiresafe.org/hfr](http://www.plumasfiresafe.org/hfr)

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### Plumas Underburn Cooperative

- Citizen-based volunteers assist with prescribed burning on private property
- Landowner prepares site for burning
- Tools, equipment, and burn permit assistance available for members (\$25 annual membership)
- More information at [plumasunderburn.org](http://plumasunderburn.org)

To participate: contact program coordinator, Logan Krahenbuhl, at 530-927-5327

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### Firewise Tool Trailer

- Hand-tools and safety equipment available for use at Firewise community workdays
- More information at [www.plumasfiresafe.org/tool-trailer](http://www.plumasfiresafe.org/tool-trailer)

To participate: contact program coordinator, Beth Rouse, at 530-927-5294

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### Fire Safe Home Visits

- No-cost home visits for those seeking advice on how to create a more fire-resilient property
- Home visits are conducted by trained Fire Safe Council staff and volunteers
- Homeowner receives comprehensive report with home hardening and defensible space suggestions specific to your home
- More information at [www.plumasfiresafe.org/home-visits](http://www.plumasfiresafe.org/home-visits)

To participate: contact program coordinator, Liam Galleher, at 530-927-5339

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## PLUMAS COUNTY ASSESSOR'S OFFICE MEMORANDUM

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Cindie Froggatt, Plumas County Assessor

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser I/II/III position; vacancy due to resignation.

### **Recommendation**

Recommend the County Assessor to recruit and fill, funded and allocated, 1.0 FTE Appraiser I/II/III position; vacancy due to resignation

### **Background and Discussion**

Due to a resignation, there is a vacancy in our Appraisal Division in our office that is essential to the operations in the Assessors's office. In the past, this office has had 9 full-time positions and one part-time/extra help and, through budget cuts, we now have had 7 full-time positions allocated and no part-time/extra help. With current staffing levels, this office is unable to absorb this additional workload without falling behind on our normal responsibilities. We pride ourselves on putting out a timely and accurate tax roll.

This position will allow our office to keep our workload current, which will provide benefits for GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and, ultimately, the taxpayers who support our local government.

### **Action:**

The Assessor requests the Board's approval to begin recruitment and filling the position of Assistant Appraiser/Appraiser I/II/III. This 1.0 FTE of the Department's Position Allocation List. A copy of the allocation list approved for the 2022-2023 budget is attached.

### **Attachments:**

1. BOS - Request to recruit for Appraiser Asst-Appraiser I-II-III 2-2-2023
2. Agenda Request Form 2-21-2022
3. 2022-2023 Staff Allocations
4. CRITICAL STAFFING QUESTIONS Appraiser Asst-Appraiser I,II,III 2-2023
5. Job Description - Appraisal Assistant
6. Job Description - Appraiser I
7. Job Description - Appraiser II
8. Job Description - Appraiser III
9. 2023 Organizational Chart

**Date:** February 2, 2023

**To:** The Honorable Chair and Board of Supervisors

**From:** Cynthia L Froggatt, Assessor

**Subject:** Approve and authorize the County Assessor begin recruit and fill; funded and allocated; one (1) FTE Appraiser Assistant/Appraiser I/II/III in the Assessor's Office. Vacancy due to resignation.

**Recommendation**

The Assessor respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Appraiser Assistant/Appraiser I/II/III in the Assessor's Department

**Background and Discussion:**

Effective February 9, 2023, our Appraiser III has resigned. The Department is requesting to fill this vacancy.

**Fiscal Impact:**

This position is funded as allocated in the FY22/23 County Assessor's budget.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

**Action:**

Approve and authorize the County Assessor to recruit and fill; funded and allocated; one (1) FTE Appraiser Assistant/Appraiser I/II/III.

**Attachments:**

1. Critical Staffing Request – Appraiser Assistant/Appraiser I/II/III
2. Organizational Chart

## BOARD AGENDA REQUEST FORM

Department: \_\_\_\_\_

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

Board Meeting Date: \_\_\_\_\_

Consent Agenda:    Yes    No

Request for \_\_\_\_\_ minutes for presentation

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

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

A. \_\_\_\_\_

\_\_\_\_\_

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.**

		5.000	5.0 filled	0.000
<b>ASSESSOR</b>	<b>20060</b>			
Assessor:				
Chief Appraiser		1.000	1.0 Cynthia Froggatt	
Auditor/Appraiser I/II/III OR		1.000	1.0 Amy Hendrickson	
Assistant County Assessor		1.000	<b>1.0 VACANT</b>	
Appraiser I/II/III OR				
Appraiser Assistant		3.000	1.0 Windi Lambach (III)	
			1.0 Lisa Davis (III)	
			1.0 Lisa Beck (II)	
Department Fiscal Officer I/II OR		0.000		
Assessor's Officer Manager		0.000		
GIS Technician		0.000		
Cadastral Drafting Specialist		1.000	1.0 Cory Bromby	
Property Tax Assessment Technician OR		1.000	1.0 Stephanie Edwards (II)	
Property Tax Assessment Specialist I/II				

## **Appraiser Assistant/Appraiser I/II/III**

### **QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

- Is there a legitimate business, statutory or financial justification to fill the position?  
*Yes! The Assessor's Office has historically had three appraisers and one Chief Appraiser. The recent resignation of an appraiser prompted the current Assessor to review the office structure and consider leadership development for long term succession planning. This position will not result in an increase in total FTEs for the office.*
- Why is it critical that this position be filled at this time?  
*The resignation from this Appraiser III position is critical to be filled in order to allow the appraisal team prompted to produce a up to date and accurate taxroll.*
- How long has the position been vacant?  
*This position became vacant on February 9, 2023. This position will not result in an increase of total FTEs for the office.*
- Can the department use other wages until the next budget cycle?  
*No.*
- What are staffing levels at other counties for similar departments and/or positions?  
*Plumas County appraisal staffing is at the higher end of the range in terms of similar counties, however overall staffing is at the lower end of the range. Plumas County is in the higher end of the range as far as work load, which justifies the larger appraiser allocation. Plumas County is among the lowest in overall staffing. This is in part due to the Property Tax Specialist positions that have been shed in recent years due to budget reductions.*
- What core function will be impacted without filling the position prior to July 1?  
*The inner workings of the office will be impacted as far as keeping our valuation process up to date and allowing the Department to close the taxroll accurately and on time. This position has already been included in the 2022-2023 budget process.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *The position has already been included in the 2022-2023 budget process.*

- 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?  
*N/A*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? ***Possibly, there are unworked Business Property Audits that need to be done and any pending assessment appeals.***
- Does the budget reduction plan anticipate the elimination of any of the requested positions? *N/A*
- 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? ***The Assessor's Office is a General Fund Department***
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? ***The Assessor's Office does not have a reserve fund.***

## CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: February 2, 2023

DEPARTMENT TITLE: Assessor

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED  
POSITION: Assessor - 20060

POSITION TITLE: Appraiser Assistant/Appraiser I/II/III

IS POSITION CURRENTLY ALLOCATED? YES XX NO \_\_\_



## For Committee use only

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
 \_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_

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Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_

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Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

## **APPRAISAL ASSISTANT**

### **DEFINITION**

Under general supervision, to assist with collecting, recording, maintaining, and updating property appraisal data; to perform routine on-site inspections of real and personal property; to assist with the preparation of the County assessment roll; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized, working level Appraisal Assistant class for positions which provide a variety of technical assistance with the appraisal of property and the preparation of the assessment roll in the County Assessor office. Incumbents are expected to perform a variety of job assignments requiring some basic appraisal knowledge, as well as have the capability to explaining assessment procedures and regulations to the public.

### **REPORTS TO**

County Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **APPRAISAL ASSISTANT - 2**

### **EXAMPLES OF DUTIES**

- Performs on-site inspections of real and personal property for the purpose of gathering and verifying information for assessment purposes.
- Measures and diagrams new construction or alterations of residential, commercial, agricultural, and other types of real property and computes reproduction or replacement costs using various cost manuals or stated methods.
- Reviews new construction statements for completeness and contacts property owners to obtain missing or additional information.
- Maintains and updates records regarding addresses, tax rate area codes, appraiser parcel numbers, and site descriptions.
- Assists with maintaining secured, unsecured, and supplemental assessment rolls and related information.
- Monitors and updates changes in appraisal records to reflect changes in ownership, parcel splits, and combinations.
- Assigns new parcel numbers as appropriate.
- Forwards records to other appraisal staff as necessary.
- Proofs, verifies, and makes calculations for a wide variety of appraisal documents.
- Processes a variety of legal documents and forms such as deeds and affidavits.
- Provides information and explains assessment procedures and regulations to the public.
- Assists the public with the completion of assessment related forms and locating property sites in map books.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

## APPRAISAL ASSISTANT - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic principles of property appraisal and related record keeping.
- Basic principles and practices of property improvements, building construction, and building materials.
- Mathematics and computations related to property appraisal.
- Principles and practices of data gathering and records maintenance.
- Computers and software used in a county assessor office.

#### **Ability to:**

- Provide assistance with property appraisals.
- Assemble and analyze statistical and narrative information.
- Read and interpret maps, assessment books, property descriptions, and legal codes.
- Prepare diagrams, charts, and property descriptions.
- Prepare summaries and reports.
- Input and retrieve information from a computer system.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public and individuals requiring information about assessment practices and results.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Three (3) years of experience in performing responsible office and technical support for property transactions, appraisals, and/or record keeping.

**Special Requirements:** Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

## **APPRAISER I**

### **DEFINITION**

Under supervision, to learn the methods and procedures used in gathering and analyzing data for the appraisal of real property; to assist with making field investigations, studies, and appraisals of residential, commercial, farm, and timber properties; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and training level in the Appraiser class series. Incumbents often work under the guidance of other Department staff until they become familiar with the Department's methods, procedures, and policies. After some knowledge and experience has been gained, easier and more routine job assignments are given to positions in this class. When an incumbent has demonstrated substantive knowledge of Department procedures and policies, sound work habits, and gained proper certification, they may expect promotion to the next higher level of Appraiser II.

### **REPORTS TO**

County Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **APPRAISER I - 2**

### **EXAMPLES OF DUTIES**

- Learns to conduct investigations and analyze data in determining the value of residential, commercial, small commercial, homogeneous farm, and timber properties for tax assessment purposes.
- Assists with inspections and inspects building improvements and changes to determine the effect on property value.
- Inspects exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Learns to analyze and determine the quality of materials, fixtures, equipment, and general construction in buildings.
- Measures buildings and computes both total area and improved areas.
- Estimates replacement costs, construction costs, resale value, and other pertinent factors affecting property values.
- Learns to utilize proper judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Assists with the preparation of reports.
- Performs the more routine appraisal assignments on an independent basis as job experience is gained.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

## APPRAISER I - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic principles of land economics.
- General knowledge of property appraisal principles.

#### **Ability to:**

- Learn and apply the techniques, methods, and principles of real property appraisal.
- Assemble and analyze statistical and narrative information.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Understand and carry out oral and written directions.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Completion of formal advanced educational training in accounting, auditing, business administration or a related field; or, completion of some responsible work experience in accounting, appraising, engineering assistance, building cost estimating, construction material buying, or managing or selling real estate.

**Special Requirements:** Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Incumbents have one year from the date of appointment to this class to obtain a valid appraiser's certificate issued by the State Board of Equalization.

## **APPRAISER II**

### **DEFINITION**

Under direction, to secure and analyze data for the appraisal of real property for ad valorem tax purposes; to make field investigations, studies, and appraisals of residential, commercial, farm, and timber properties; to explain appraisal methods, laws, and procedures to the public; to defend challenged appraisals before the Board of Equalization, when necessary; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the first experienced working level in the Appraiser class series. Incumbents are expected to perform a variety of job assignments, requiring appraisal knowledge and background, with minimal supervision and direction. Also, they are expected to be fully capable of explaining appraisal methods and applicable sections of the Revenue and Taxation Code to the public.

### **REPORTS TO**

County Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.



## **APPRAISER II - 2**

### **EXAMPLES OF DUTIES**

- Conducts investigations and analyzes data in determining the value of residential, commercial, small commercial, homogeneous farm, and timber properties for tax assessment purposes.
- Inspects building improvements and changes to determine the effect on property value.
- Inspects exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Examines, analyzes, and determines the quality of materials, fixtures, equipment, and general construction in buildings and improvements.
- Measures buildings and computes both total area and improved areas as required.
- Estimates replacement costs, construction costs, resale value, and other pertinent factors affecting property values.
- Obtains information in interviews with owners, contractors, real estate agents, and others when necessary.
- Combines the variety of elements affecting property value and exercises judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms.
- Performs roll corrections on properties incorrectly assessed.
- Reviews properties for special exemptions and insures proper valuation of claims.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Explains assessment procedures, value determinations, methods, and laws to the public.
- Prepares analysis and defends challenged assessments before the Board of Equalization, when necessary.
- Prepares reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

## APPRAISER II - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Factors, techniques, methods, and principles involved in the appraisal of real property.
- Methods of determining property values.
- Laws and regulations affecting the appraisal of real property, including pertinent principles and guidelines contained in the State Constitution, Revenue and Taxation Code, and Assessor's Handbook.
- Organization, procedures, and responsibilities of the County Assessor's Office.

#### **Ability to:**

- Apply appraisal principles, methods, and techniques in the equitable and justifiable appraisal of real property.
- Assemble and analyze statistical and narrative information.
- Read and interpret maps, assessment books, property descriptions, and legal codes.
- Prepare analytical reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public and individuals questioning assessment practices and results.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience in performing property appraisals and value determinations comparable to that of an Appraiser I with the Plumas County Assessor's Office.

**Special Requirements:** Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Possession of a valid appraiser's certificate issued by the State Board of Equalization.

## **APPRAISER III**

### **DEFINITION**

Under direction, to secure and analyze data for the appraisal of real property for ad valorem tax purposes; to make fields investigations, studies, and appraisals of residential, commercial, farm, and timber properties; to explain appraisal methods, laws, and procedures to the public; to defend challenged appraisals before the Board of Equalization, when necessary; to perform the more complex appraisals and special assignments for the Assessor's Office; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced working level in the Appraiser class series. Incumbents are expected to perform the full scope of real property appraisal, requiring appraisal knowledge and background, with minimal supervision and direction. Also, they are expected to perform the more complex appraisals and special job assignments, as well as assist with the training of new staff. They must be fully capable of explaining appraisal methods and applicable sections of the Revenue and Taxation Code to the public.

### **REPORTS TO**

County Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **APPRAISER III – 2**

### **EXAMPLES OF DUTIES**

- Conducts investigations and analyzes data in determining the value of residential, commercial, small commercial, farm and timber properties for tax assessment purposes.
- Inspects building improvements and changes to determine the effect on property value.
- Inspections exterior and interior of buildings to determine classifications according to standards and examples set forth in appraisal manuals.
- Examines, analyzes and determines the quality of materials, fixtures, equipment and general construction in buildings and improvements.
- Measures buildings and computes both total area and improved areas as required.
- Estimates replacement costs, construction costs, resale value and other pertinent factors affecting property values.
- Obtains information in interviews with owners, contractors, real estate agents and others when necessary.
- Combines the variety of elements affecting property values and exercises judgment in arriving at consistent, equitable appraisals for tax assessment purposes.
- Records factual data and comments on appraisal forms; performs roll corrections on properties incorrectly assessed.
- Reviews properties for special exemptions and insured proper valuation of claims.
- Prepares scale drawings of the location of buildings and improvements in relation to property lines.
- Sketches maps to assist with field locations.
- Explains assessment procedures, value determinations, methods, and laws to the public.
- Performs the more complex and specialized appraisal assignments, performs special projects as assigned.
- May gather data and assist with the training of new staff.
- Prepares analysis and defends challenged assessments before the Board of Equalization, when necessary.
- Prepares reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and outdoor environments; continuous contact with staff and the public.

## **APPRAISER III – 3**

### **KNOWLEDGE OF**

- Factors, techniques, methods, and principles involved in the appraisal of real property.
- Methods of determining property values.
- Laws and regulations affecting the appraisal of real property, including pertinent principals and guidelines contained in the State Constitution, Revenue and Taxation Code, and Assessor's Handbook.
- Organization, procedures, and responsibilities of the County Assessor's Office.
- Computer equipment and software related to property appraisal.
- Sales ratio analysis and ratio determination methods.
- Principles of training.

### **ABILITY TO**

- Provide training and coordination for other staff.
- Apply appraisal principles, methods, and techniques in the equitable and justifiable appraisal of real property.
- Assemble and analyze statistical and narrative information.
- Read and interpret maps, assessment books, property descriptions, and legal codes.
- Prepares analytical reports.
- Perform a variety pf special projects and assignments.
- Assist with the establishment of standardized appraisal systems and methods.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Maintain effective communications and good relations with the public and individuals questioning assessment practices and results.
- Establish and maintain cooperative working relationships.

## **APPRAISER III – 4**

### **TRAINING AND EXPERIENCE**

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing property appraisals and value determinations comparable to that of an Appraiser II with Plumas County Assessor's Office.

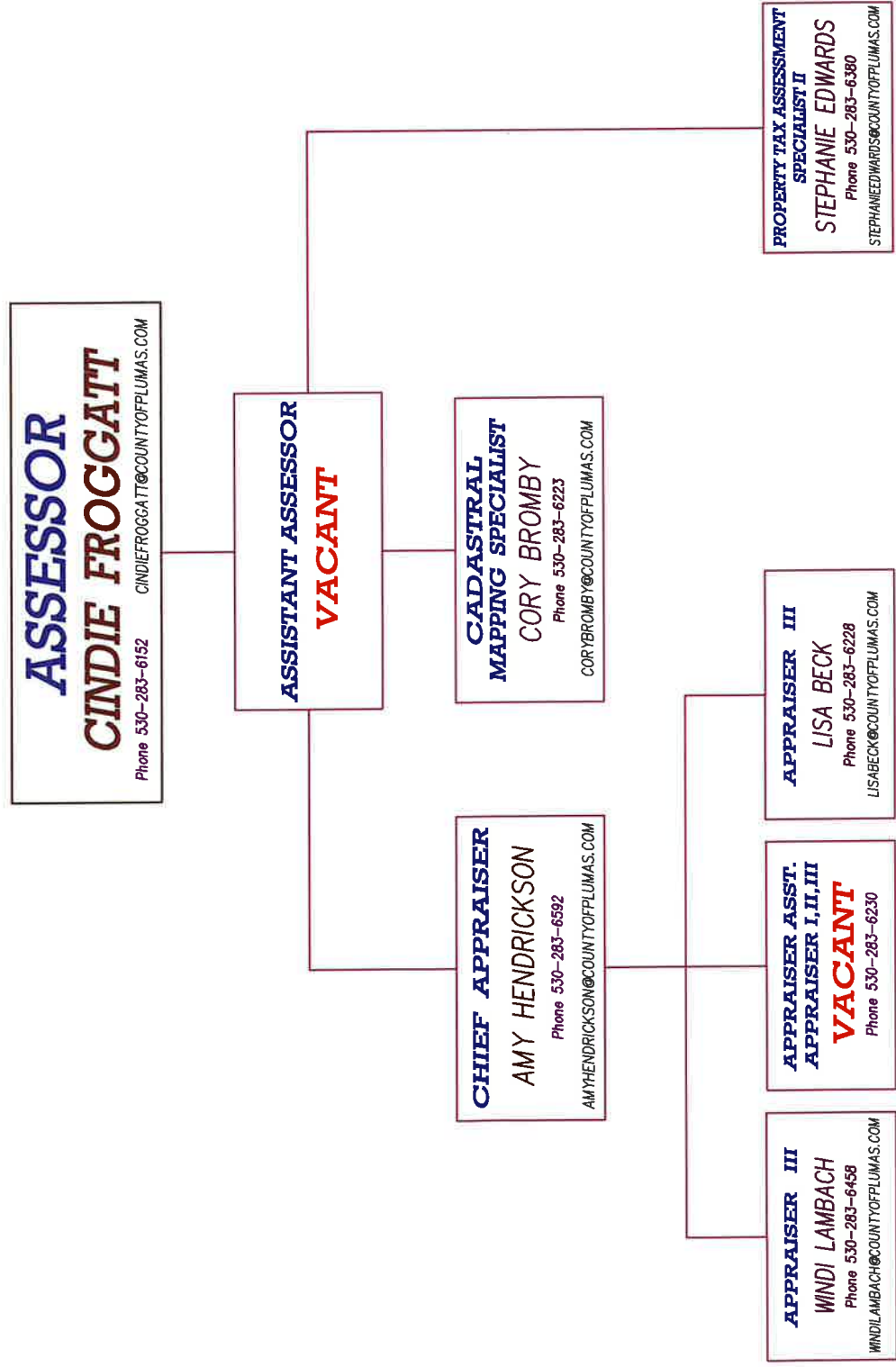
Completion of seven (7) courses for Advanced Appraiser Certificate.

**Special Requirements:** Must possess a valid drivers license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of a valid appraiser's certificate issued by the State Boars of Equalization.

# 2023

## ASSESSOR'S OFFICE ORGANIZATIONAL CHART





**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the Planning Director to recruit and fill a vacant Extra-Help Planning position.

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**Recommendation**

Approve and authorize the Planning Director to recruit and fill a vacant Extra-Help Planning position.

**Background and Discussion**

The Planning Department is requesting to recruit and fill an Extra-Help position immediately due to only two (2) of the four (4) FTE technical planning positions are currently staffed (one Director position and one Senior Planner position). The Planning Department has had difficulty keeping up with the volume of building permit applications due to the staffing shortage. Staffing an Extra Help position will allow the Planning Department to be able to serve the public adequately, in working with other County departments such as Building, to process permits in a timelier manner.

Core functions of the Extra Help position include building and planning permit processing, which affects the public's ability to receive approved permits and begin the construction process, which in turn affects the County's economy. The negative fiscal impact on the County will be the compromised ability and likely inability to process building and planning permit applications in a timely manner.

Building and planning permit applications continue to be on the rise, especially with wildfire recovery rebuilds. This trend is anticipated to become increasingly worse in Q2 and Q3 FY22/23. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.

Extra Help is a new position under FY22-23 budget for approval. The Planning Department has available FY22-23 funds in wages. The Planning Department will need to transfer available wages from FY22/23 budget "regular wages" to "other wages" and would bring back a budget transfer item to the Board of Supervisors.

There are available funds in regular FY22/23 budget "regular wages" due to the vacancies of the FTEs Assistant Director and Assistant/Associate/Senior Planner positions. The completed critical staffing questionnaire and departmental organizational chart are attached.

**Action:**

Approve and authorize the Planning Director to recruit and fill a vacant Extra-Help Planning position.

**Attachments:**

1. Critical Staffing Questionnaire\_Planning Extra Help
2. Planning Dept\_GIS Dept\_OrgChart



**QUESTIONS FOR STAFFING CRITICAL POSITIONS  
CURRENTLY ALLOCATED FOR FISCAL YEAR (FY) 2022/2023**

1. Is this a legitimate business, statutory, or financial justification to fill the position?

**Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, and provides customer service in explaining County ordinances and regulations to the public.**

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

**The Planning Department only has two (2) of the four (4) funded FTE positions currently staffed – one Director position and one Senior Planner position (see organizational chart). The Planning Department has had difficulty keeping up with the volume of building permit applications due to the staffing shortage. Staffing an Extra Help position will allow the Planning Department to be able to serve the public adequately, in working with other County departments such as Building, to process permits in a timelier manner.**

3. How long has this position been vacant?

**Extra Help is a new position under FY22-23 budget for approval. The Planning Department has available FY22-23 funds in wages.**

4. Can the department use other wages until the next budget cycle?

**The Planning Department will need to transfer available wages from FY22/23 budget “regular wages” to “other wages.”**

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

**Staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.**

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

**Core functions of the position include building and planning permit processing, which affects the public’s ability to receive approved permits and begin the construction process, which in turn affects the County’s economy.**

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

**The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.**

*A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? N/A*

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**No.**

9. 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? Building and planning permit applications continue to be on the rise, especially with wildfire recovery rebuilds. This trend is anticipated to become increasingly worse in Q2 and Q3 FY22/23. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.*

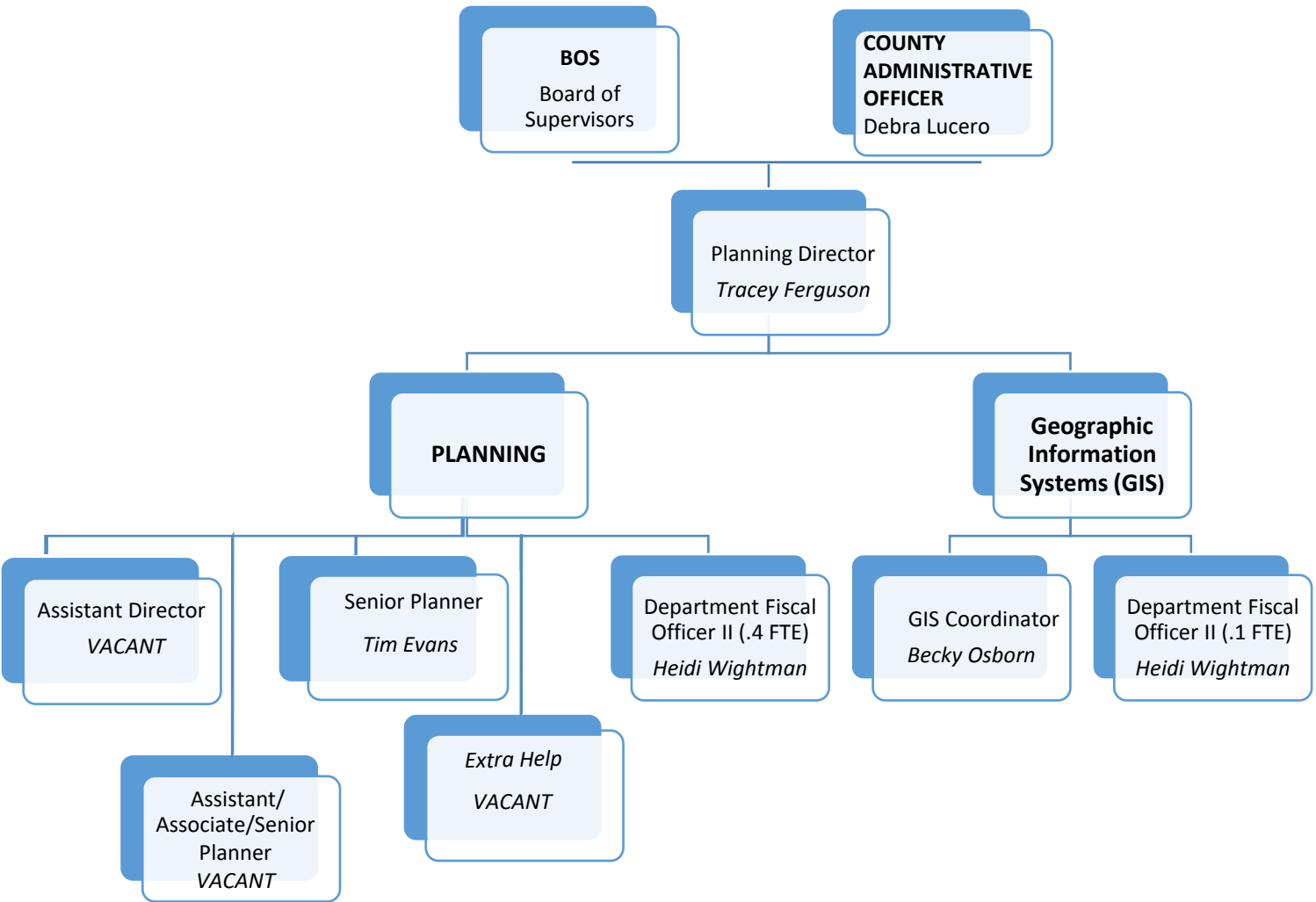
10. Does the department have a reserve?

**There are available funds in regular FY22/23 budget “regular wages” due to the vacancies of the FTEs Assistant Director and Assistant/Associate/Senior Planner positions.**

# Planning Department

## GIS Department

### Organizational Chart





**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** John Mannle, Director of Public Works

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the Chair to sign an Agreement between Plumas County Engineering Department and Bay Reprographics Supply, Inc. for the lease and maintenance services of a New Large Format Multifunction Plotter (MFP); for a term of 3 years not to exceed \$15,500.00; approved as to form by County Counsel.

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**Recommendation**

Engineering Department staff respectfully recommends that the Board of Supervisors vote to authorize the chair to sign Services Agreement with Bay Reprographic and Supply, Inc. in an amount not to exceed \$15,500 for a three (3) year period commencing March 1<sup>st</sup>, 2023.

**Background and Discussion**

The Engineering Department provides a large format copier and scanner service for County Departments as well as the general public on a fee per copy basis. The copy fee covers expenses for equipment, supplies and labor for this service.

The existing multifunction printer (MFP) is approximately five (5) years old, having been purchased for \$9,363 in April of 2017. During these last five years the copy, print and scan charges have grossed above \$50,000. At this time, the MFP has more than paid for itself.

In the last quarter of 2022, the MFP owned by the Engineering department had a mechanical failure which was deemed too costly to repair given the extended service life these repairs would afford. Informal quotes for a machine that would replace and upgrade the current HP T2530psdr MRP were collected from local reprographics companies for purchase and for lease.

Engineering Department staff have compared informal quotes received for similar MFPs and determined the HP DesignJet T2600psdr MFP to be the most appropriate model for the volume of prints and needs of the department. Furthermore, leasing the machine provides the best assurance of warranty and maintenance over a three (3) year period.

**Fiscal Impact:**

Currently, quotes to purchase a replace the MFP are between \$15,000 - \$23,000, which also includes an extended warranty for maintenance issues for three (3) years after the purchase date. Three (3) year lease options range from \$13,368 - \$16,734; additionally, a couple of the lease options include consumables and maintenance. Lease estimates do not include sales tax.

Funds for a new MFP were not included in the budget adopted for FY2022-23 as the urgent need for replacement was not known at the time. However, staff has located these funds in other budget line items within the department budget. Therefore, no additional general fund amount is necessary to cover the purchase of a new MFP.

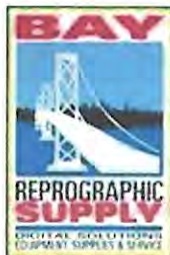
**Action:**

Approve a Purchase Contract for a New Large Format Multifunction Plotter (MFP)

**Attachments:**

1. County of Plumas MPS Bid Summary
2. County of Plumas Service agreement

## Exhibit A



01/23/2023

Bay Reprographic & Supply, Inc.  
2692 Middlefield Rd. Suite D  
Redwood City CA 94063  
(650) 363-8703

Plumas County  
Engineering Dept  
555 Main St  
Quincy CA 95971

Attn: Evan Hasse  
530.283.6209  
EvanHasse@countyofplumas.com

**Bay Reprographic Managed Print Services for Plumas County Engineering Dept covers the installation of the following equipment and services:**

- HP DesignJet T2600 PS DR (equivalent or better) 2 roll/6-Color Printer 36" paper path, 3 D Size ppm
- Equipment Delivery, Installations, Set-Up, Network, and Product Training
  - Plotter Upstairs Delivery Cost: - **TBD if needed**
- Equipment and Software Service & Support Including all Service Parts, Labor, and Travel
- HP T2600 ink Cartridges and All Consumable Items Including 20lb **recycled** Bond Paper Rolls
- Ink Supply Deliveries – on paper deliveries freight will be prepaid and added to the monthly usage invoice.
- PrinterPoint software for proactive supply replenishment and service alerts

Plumas County Engineering Dept agrees to the following pricing and terms.

**\$307.00** Per Month Base Charge

**\$ 0.16** Per Square Foot for mono/color CAD

**\$ 0.30** Per Square Foot for GIS prints (medium coverage)

**\$ 0.44** Per Square Foot for photos (heavy color)

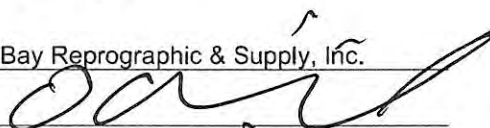
**Plumas County Engineering Dept** will be charged monthly on the base charge and the actual printed usage based on the meter read differences.

The term of this Managed Print Services agreement is for 36-months. **Plumas County Engineering Dept** reserves the right to cancel this agreement with no financial penalties by providing Bay Reprographic & Supply, Inc. a 90-day cancellation notice. All equipment and software provided by Bay Reprographic & Supply, Inc. will remain property of Bay Reprographic & Supply, Inc. and reserves the right to cancel this agreement at any time. During the term of this agreement, **Plumas County Engineering Dept** agrees to provide insurance coverage for the equipment provided by Bay Reprographic & Supply, Inc. in case of fire, theft, or any damages caused by unforeseen circumstances.

At the end of the term of this agreement (36-Payments), **Plumas County Engineering Dept.** has the option to:  
(1) purchase the equipment provided at Fair Market Value, (2) Continue on a month-to-month basis, (3) Upgrade to new equipment / new pricing agreement.

*This agreement is accepted by:*

Company: Bay Reprographic & Supply, Inc.

Signature: 

Name: Doug Dimick

Title: President/ceo

Date: 2/1/23

Company: Plumas County Engineering Dept

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

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

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

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

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 **Engineering Department** (hereinafter referred to as "County"), and Bay Reprographics Supply hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **fifteen thousand and five hundred dollars (\$15,500) per three-year contract.**
3. Term. The term of this agreement shall be from **March 1st, 2023**, through **March 1st, 2026**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS





of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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



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

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of





this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

County:

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS



Engineering Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Evan Hasse

530-283-6209

Contractor:

Bay Reprographics Supply  
Attention: Janice Hernandez  
2692 Middlefield Rd. Ste. D  
Redwood City, CA 94063  
916-478-1397

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

\_\_\_\_ COUNTY INITIALS

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



- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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.

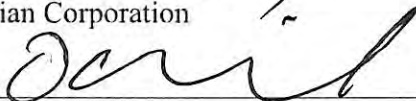



Contract No. Engineering \_\_\_\_\_

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

**CONTRACTOR:**

Bay Reprographic & Supply, Inc., a  
Californian Corporation

By:   
Name: Doug Dimmick  
Title: Chief Executive Officer  
Date signed: 2/1/23

By:   
Name: Douglas L. Dimmick  
Title: Chief Financial Officer  
Date signed: 2/1/23

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Dwight Ceresola  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST**

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

2/1/2023

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS 





**PLUMAS COUNTY  
PLUMAS COUNTY TRANSPORTATION  
COMMISSION  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** February 14, 2023  
**SUBJECT:** Approve and authorize the Chair to sign Amendment #2 of the Transit Operations Contract between Community Service Area #12 and Plumas Rural Services, extending the Contract for one year; approved as to form by County Counsel; discussion and possible action.

---

**Recommendation**

The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair to execute, Amendment No. 2 to the existing Transit Operations contract.

**Background and Discussion**

Per the terms of the contract between Plumas Rural Services and CSA #12, three option years are permitted to extend the expiration date of the transit operations contract provided that both parties agree to the extension and the operator has satisfactorily complied with the terms of the contract.

Exercising the contract option year extension is allowed if both parties agree in writing and only if Caltrans Division of Rail and Mass Transportation provides written concurrence for the contract extension. Both parties have agreed to the extension and Caltrans Division of Rail and Mass Transportation has concurred with the contract extension to June 30, 2024. Following this amendment, one more option year extension is allowed.

**Action:**

Review and approval of Amendment #2 to the transit operations contract between Plumas Rural Services and CSA #12; discussion and possible action.

**Attachments:**

1. Transit Operations Amendment 2
2. Concurrence Letter

**AMENDMENT NO. 2**  
**to the**  
**TRANSIT OPERATIONS CONTRACT FOR THE**  
**OPERATION OF PLUMAS TRANSIT S YSTEMS**

**County Service Area #12 & Plumas Rural Services**  
**Transit Operations Contract**

This Amendment No. 2 is made and entered into by and between **County Service Area #12 (CSA #12)** and **Plumas Rural Services (Contractor)**.

**W I T N E S S E T H:**

**WHEREAS**, the CONTRACTOR has satisfactorily complied with the performance requirements outlined in the June 24, 2019 - Transit Operations Contract, and

**WHEREAS**, based on satisfactory compliance with performance requirements set for the June 24, 2019 - Transit Operations Contract by the Contractor (Plumas Rural Services), CSA #12 wishes to extend the Transit Operations Contract term by one (1) year as permitted by the June 24, 2019 - Transit Operations Contract.

**NOW THEREFORE**, the parties agree to the following:

The June 24, 2019 Transit Operations Contract by and between CSA #12 and the Contractor is hereby extended, pursuant to the provisions of Section 15, to June 30, 2024.

**Other Contract Provisions.**

All other contract provisions set forth in the June 24, 2019 - Transit Operations Contract first referenced above shall remain unchanged.

**[See next page for Signatures]**

## EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by and through their respective authorized officers, as of the date first above written.

### CONTRACTOR:

Plumas Rural Services

By: 

Name: Michele Pillar

Title: Executive Director

Date signed: 1/31/2023

### COUNTY SERVICE AREA #12:

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

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

Name: Dwight Ceresola

Title: Chair, CSA #12

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

### ATTEST:

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

Name: Heidi White

Title: Clerk of the Board

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

1/25/2023

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF RAIL AND MASS TRANSPORTATION MS 39

1120 N STREET

P. O. BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov

*Making Conservation  
A California Way of Life.*

January 30, 2023

Plumas County Transportation Commission  
Jim Graham, Executive Director  
1834 E. Main St.  
Quincy, CA 95971

Dear Mr. Graham:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Therefore, as a subrecipient of this funding, your agency must demonstrate to DRMT that all procurement and third-party contracting activities undertaken by your agency comply with:

- 2 CFR Part 1201 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance

DRMT FTA Programs Procurement Oversight Branch **approves** County Service Area #12's Amendment No. 2 to County Service Area #12 Plumas Transit System Operations Contract with Plumas Rural Services, Inc., to exercise the second of three one-year options, to extend the contract term by one year, per Section 15, *Term and Renewal*. Amendment No. 2 may be executed. Reference 695.

This approval is limited to July 1, 2023, through June 30, 2024, per Section 8, *Compensation*, with the contract price adjusted upward by three percent ("the national Consumer Price Index CPI) annual change for the prior 12-month period . . . but in no case shall exceed three percent (3%)"



<b>Cost Elements</b>	<b>Base Contract FY 2019/20 thru FY 2021/22</b>	<b>Optional Extensions FY 2022/23 thru FY 2024/25</b>
Vehicle Revenue Service Hours	6,560	6,500
Price Calculation		
Fixed Hourly Rate	\$57.04	\$61.43
Fixed Monthly Rate	\$30,186.33	\$32,347.33
Fixed Hourly rate X 6,500 (A)	\$370,760.00	\$399,295.00
Fixed monthly Rate X 12 (B)	\$362,235.96	\$388,167.96
Total Maximum Annual Cost (A+B)	\$732,995.96	\$787,462.96

Contract modifications are allowable when the modification does not substantially change the contract scope of work from the original solicitation, competitors could have reasonably anticipated the changes to the contract, the modification would not have had a substantial impact on the field of competition for the original contract award, and the modification does not trigger a material difference or cardinal change to the contract.

Third-party contracts, modifications, and exercising optional periods of performance require DRMT approval prior to implementation. Subrecipient agencies implementing third-party contracts, modifications, or option years without prior approval risk being denied FTA reimbursement.

Before exercising contracted option periods, subrecipients must make a price reasonableness determination documenting that the option price is better than prices available in the market at the time the option is exercised.

**Please email a copy of the executed contract modification to  
Daniel.Yerushalmi@dot.ca.gov.**

Mr. Graham  
January 30, 2023  
Page 3

For questions about this procurement review letter, please contact Daniel Yerushalmi at Daniel.Yerushalmi@dot.ca.gov or (916) 653-3088. This approval is contingent upon meeting FTA 5311 program requirements. For questions about FTA 5311 grant procedures, please contact your 5311 program liaison.

Sincerely,



FRANK NEVITT, Chief  
FTA Programs Procurement Oversight Branch  
Caltrans Division of Rail and Mass Transportation

C: James Haskell (DRMT 5311 program branch)  
Daniel Yerushalmi (DRMT Federal Programs Procurement Oversight)



## PLUMAS COUNTY PROBATION MEMORANDUM

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Cordico Psychological Corporation to provide psychological evaluation services; effective June 1, 2022; not to exceed Four Thousand Dollars (\$4,000.00); Approved as to form by County Counsel; discussion and possible action.

---

### **Recommendation**

Approve and Authorize the Chair to sign a contract between the Plumas County Probation Department and Cordico Psychological Corp. to provide psychological evaluations on current employees and pre-employment psychological evaluations for individuals as a condition of their employment.

### **Background and Discussion**

The Probation Department has contracted with Cordico in the pre-employment evaluation process, at a rate of \$500.00, as of January 1, 2023, per armed or unarmed officer. Current employee "fitness for duty" evaluations are completed at a rate of \$1,600 per evaluation.

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

### **Action:**

### **Attachments:**

1. Prob - CORIDCO CONTRACT FY22.23 - BOS SIG REQ

### 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 **Probation Department** (hereinafter referred to as "County"), and **Cordico Psychological Corporation**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four Thousand Dollars (\$4,000).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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



Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

Plumas County Probation  
County of Plumas  
270 County Hospital Rd., Ste 128  
Quincy, CA 95971  
Attention: Chief Keevin Allred  
Telephone: (530) 283-6200

Contractor:

Cordico Psychological Corporation  
2377 Gold Meadow Way, Ste. 100  
Gold River, CA 95670  
Telephone: (844) 267-3426

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the



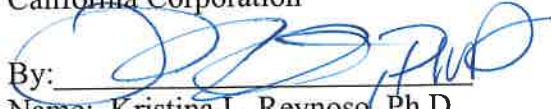
Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).


- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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:**

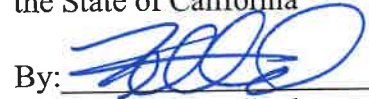
Cordico Psychological Corporation, a  
California Corporation

By:   
Name: Kristina L. Reynoso, Ph.D.  
Title: President and Chief Financial Officer  
Date signed:

By:   
Name: Shahram Ardalan  
Title: Chief Executive Officer and Secretary  
Date signed:

**COUNTY:**

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

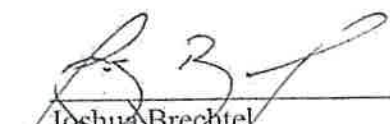
By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed:

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

Attest:

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I 10/31/2022

## **EXHIBIT A**

### **Scope of Work**

1. Contractor shall be responsible for providing psychological evaluations on current employees (Fitness-for-Duty) and Pre-Employment Psychological Evaluations on individuals as a condition of their employment, as requested by the Chief Probation Officer. A written statement of the individual's suitability as a Deputy Probation Officer or armed Deputy Probation Officer shall be provided to the County within (15) days of the evaluation.
2. Upon receipt of a request from the County, Contractor and County shall agree in writing upon the scope of the psychological evaluation and the required deliverables from the Contractor, and the deadlines for such deliverables.
3. The County shall have the right to order that work on any psychological evaluation cease at any time. The County shall reimburse Contractor for any work performed prior to the stop-work order. The County will not reimburse Contractor for work performed after the stop-work order.

## **EXHIBIT B**

### **Fee Schedule**

1. Compensation to be paid to Contractor shall be at the rate of Four Hundred Dollars (\$400.00) per unarmed officer Pre-Employment Psychological Evaluation or Four Hundred Dollars (\$400.00) for armed officer Pre-Employment Psychological Evaluation through December 31, 2022.
2. Compensation to be paid to Contractor shall be at the rate of Five Hundred Dollars (\$500.00) per unarmed officer Pre-Employment Psychological Evaluation or Five Hundred Dollars (\$500.00) for armed officer Pre-Employment Psychological Evaluation effective January 1, 2023 through June 30, 2023.
3. Compensation to be paid to Contractor shall be at the rate of Sixteen Hundred Dollars (\$1,600) for a Fitness-for-Duty (FFD) Evaluation.
4. County shall pay Contractor for services rendered within thirty (30) days of receipt of invoice.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Todd Johns, Sheriff  
**MEETING DATE:** February 14, 2023  
**SUBJECT:** Discussion and possible direction to staff regarding First Aid and cardio-pulmonary resuscitation (CPR) requirements for Correctional Officer applicants.

---

**Recommendation**

The Plumas County Sheriff's Office is requesting the qualification for possession of First Aid and cardio-pulmonary resuscitation (CPR) certificate be removed. Currently an applicant must possess a current CPR certificate in order to qualify for the testing process as a Correctional Officer.

**Background and Discussion**

The Plumas County Sheriff's Office is requesting the qualification of possession of a First Aid and cardio-pulmonary resuscitation (CPR) certificate be removed. Currently, an applicant must possess a current CPR First Aid certificate in order to qualify for the testing process as a Correctional Officer. The request would be to require the applicant, if selected through the hiring process, to possess a CPR First Aid certificate prior to starting work inside the facility.

This change would be more in line with the requirements of a Deputy Sheriff applicant.

**Action:**

Direct staff to remove the First Aid and cardio-pulmonary resuscitation (CPR) requirement needed to qualify for the position of Correctional Officer. Require this training be obtained prior to working in the correctional facility (Jail) via in-house or on-line department training. If approved, this change would require a resolution put forward by the Human Resources Department.

**Attachments:**

1. Correctional Officer I Applicant requirements



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Todd Johns, Sheriff  
**MEETING DATE:** February 14, 2023  
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**Background and Discussion**

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This change would be more in line with the requirements of a Deputy Sheriff applicant.

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Direct staff to remove the First Aid and cardio-pulmonary resuscitation (CPR) requirement needed to qualify for the position of Correctional Officer. Require this training be obtained prior to working in the correctional facility (Jail) via in-house or on-line department training. If approved, this change would require a resolution put forward by the Human Resources Department.

**Attachments:**

1. Correctional Officer I Applicant requirements

## **CORRECTIONAL OFFICER I**

### **DEFINITION**

Under supervision, to work in a training capacity learning to supervise inmates at the County Correctional Facility; to learn and enforce Facility rules and maintain Facility security; to learn procedures and methods for the security of the facility and safety, care, custody, and confinement of inmates; to be responsible for overseeing work and leisure activities of inmates; to learn and perform bailiff duties during court sessions; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and the training level in the Correctional Officer series. Incumbents initially work in a training capacity. Incumbents also learn and perform bailiff duties, maintaining the security of the courtroom and jury panels. As knowledge and skills increase, they are given more independent responsibilities. After successful completion of the training period, incumbents are eligible for advancement to the next higher class of Correctional Officer II.

### **REPORTS TO**

Correctional Corporal

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **CORRECTIONAL OFFICER I - 2**

### **EXAMPLES OF DUTIES**

- Assists with the supervision, security, safety and conduct of inmates at the County Correctional Facility.
- Learns the processes for booking and discharging inmates.
- Issues clothing and supplies to new inmates.
- Arranges for inmate transportation, if necessary.
- Learns to develop and maintain inmate and Facility records.
- Promotes acceptable attitudes and behaviors of inmates to assist them in adjusting to a confinement setting.
- Receives and maintains the personal property of inmates.
- Returns or sends personal property to inmates upon discharge.
- Learns the techniques and methods employed in searching inmates for contraband, weapons, or use of narcotics.
- Learns to classify incoming inmates and place them in proper cells.
- Conducts roll calls and head counts.
- Checks work areas to insure that inmates are working on assigned projects.
- Sees that cells, facilities, and grounds are kept sanitary.
- Assists with the search of cells and other areas for contraband.
- Maintains discipline among inmates.
- Opens and censors incoming mail.
- Responds to inquiries regarding inmate detention and Correctional Facility policies within the constraints of Department regulations.
- Learns to operate equipment and utilize teletype communications.
- Testifies in court and before disciplinary boards.
- Dispenses insulin and other pre-packaged medications.
- Learns to investigate crimes and incidents within the facility.
- Supervises inmates and visitors during visiting hours.
- Learns and performs bailiff duties, maintaining the safety and security of the courtroom and jury panels.

## **CORRECTIONAL OFFICER I - 3**

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, climb stairs, and ladders; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office, court, detention facility, and outdoor environments; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- First aid and cardio-pulmonary resuscitation techniques.
- Basic knowledge of correctional procedures and inmate control problems.

#### **Ability to:**

- Learn the purposes, methods, and procedures for the care, safety and custody of inmates at the Plumas County Correctional Facility.
- Learn to perform a wide variety of corrections work.
- Understand and interpret laws and regulations relating to arrest, booking, and the retention and treatment of prisoners and correctional facility operations.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.
- Write clear and comprehensive reports and review reports prepared by staff.
- Meet standards of adequate physical stature, endurance and agility.
- Be fair and impartial.
- Effectively represent the Sheriff Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work.



## **CORRECTIONAL OFFICER I – 4**

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

**Experience:** Some previous experience working with a correctional system is highly desirable.

**Special Requirements:** Completion of a Basic Jail Operations Course approved by S.T.C. must be accomplished within 12 months of initial employment.

Possession of First Aid and cardio-pulmonary resuscitation (CPR) certificates.

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Amanda Meisenheimer, Sheriff Services Assistant II

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Sheriff's Office (PCSO) and Berry Enterprises, Inc, for provision of electrical services and maintenance of electrical equipment for PCSO; effective January 1, 2023; not to exceed \$350,000.00; approved as to form by County Counsel; discussion and possible action.

---

**Recommendation**

Approve and authorize the Chair to sign and ratify contract #PCSO00184 between the Plumas County Sheriff's Office (PCSO) and Berry Enterprises, Inc., for provision of electrical services and maintenance for PCSO; effective January 1, 2023; not to exceed \$350,000.00; approved as to form by County Counsel.

**Background and Discussion**

The term of this contract is January 1, 2023 - December 31, 2023. The purpose of this contract is for electrical services and maintenance for PCSO.

**Action:**

**Attachments:**

1. Berry Enterprises, Inc.

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Berry Enterprises, Inc., Nevada corporation doing business as Sierra Electronics (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. Term. The term of this agreement shall be from January 1, 2023 through December 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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



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

County:

Sheriff's Office  
County of Plumas  
1400 E. Main St. Quincy, CA 95971  
Attention: Chad Hermann, Undersheriff

Contractor:

Sierra Electronics  
690 East Glendale Ave., Suite 98  
Sparks, NV 89431  
Attention: Contracts Manager

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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:**

Berry Enterprises, Inc., a Nevada corporation  
doing business as Sierra Electronics

By: \_\_\_\_\_  
Name: Jarrel L. Walton  
Title: President/GM  
Date signed:

By: \_\_\_\_\_  
Name: Donna L. Walton  
Title: Secretary  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Dwight Ceresola  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

2/1/2023

## **EXHIBIT A**

### **Scope of Work**

Sierra Electronics will rent, maintain, and work on electrical equipment for PCSO. This work includes but is not limited to: radios and lights installed and repaired on patrol cars, work on the dispatch system, work on the radio and microwave towers and other related issues.

**EXHIBIT B**

**Fee Schedule**

**Monthly Rental of Equipment**

Equipment Description	Model#	Serial#	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
UHF RF Link			Dispatch/Huff	138.00	138.00
GTR Repeaters		Huff/Red	Black	69.00	69.00
Quantar Repeaters			HI Red/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	1440
XTL5000 Mobile Radios			Quincy	7.20	2,3040
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	1440
Federal TMA Siren Control Modules			Quincy	4.60	128.80
Undercover Siren & Light Controllers			Quincy	4.60	1840
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		0 Beck/Fiea/Hough/Rr	69.00	276.00
Quantar Repeater	MedCon Equipment		ODyer	69.00	69.00
				Monthly Total	2,511.90

For all labor work on equipment that is not covered under the attached Equipment List,  
Contractor's labor rates are:

For in-shop or field installation: \$65.00 per hour

For bench repairs: \$96.00 per hour

For field repairs: \$110.00 per hour

For high technical labor: \$125.00 per hour

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** February 14, 2023

**SUBJECT:** Approve and authorize the Chair to sign an Agreement between Plumas County and Michael Baker International, Inc. not to exceed \$70,000 for services under the Department of Housing and Community Development (HCD) Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV2-3) Small Business Assistance Recovery Program; approved as to form by County Counsel; discussion and possible action

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**Recommendation**

Approve and authorize Chair to sign Services Agreement by and between County of Plumas and Michael Baker International, Inc. for services under HCD CDBG-CV2-3 Small Business Assistance Recovery Program

**Background and Discussion**

HCD has executed Grant Agreement Number 20-CDBG-CV2-3-00376 with the County in the amount of \$523,462 to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act for a Small Business Assistance Recovery Program for both unincorporated Plumas County business and City of Portola business. A total of \$409,462 is budgeted for small business grants.

A Memorandum of Understanding (MOU) was executed on December 7, 2021 by and between the County of Plumas and the City of Portola that outlines the County will be solely responsible for administering the Program and will contract with Michael Baker International, Inc. to operate the Program for beneficiaries located in Plumas County and the City of Portola. Michael Baker International, Inc. is being funded \$70,000 and the scope of work includes the development of the Small Business Grant Program guidelines and to administer and implement the Program. The full scope of work can be referenced as Exhibit A to the Services Agreement.

Note, the County retains the general grant administrative fee of \$34,000. Also, the County is budgeted \$10,000 to work with Michael Baker International, Inc. on the Program guidelines and implementation.

All grant funds must be expended no later than March 3, 2024.

**Action:**

Approve and authorize Chair to sign Services Agreement by and between County of Plumas and Michael Baker International, Inc. for CDBG-CV2-3 Small Business Assistance Recovery Program grant not to exceed \$70,000

**Attachments:**

1. Plumas\_CV2-3\_MB\_County\_ServicesAgreement

## 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 Planning Department (hereinafter referred to as "County"), and Michael Baker International, Inc., a Pennsylvania corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in **Exhibit A**, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in **Exhibit B**, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000.00).
3. Term. The term of this agreement shall be from February 14, 2023 through March 3, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Department of Housing and Community Development Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act CDBG-CV2-3 Standard Agreement 20-CDBG-CV2-3-00376. Contractor shall comply with all requirements and obligations under the Standard Agreement (STD 213) in **Exhibit C**, attached hereto, including all paragraphs in Exhibits A, B, C, and D as attached and made a part of the Standard Agreement or otherwise incorporated by reference.
6. 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.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this

Agreement unless otherwise specified in **Exhibit A**. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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. Contractor shall indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, , demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable 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 wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
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. The commercial general and automobile liability 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 the commercial general and automobile liability 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 commercial general and automobile liability 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. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions carried under the policies of insurance required.

- 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, such consent to not be unreasonably withheld, delayed or conditioned.
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:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Tracey Ferguson, Planning Director

Contractor:

Michael Baker International, Inc.  
3100 Zinfandel Drive  
Rancho Cordova, CA, 95670 City, state, zip]  
Attention: Ali Seyedmadani

23. Time. Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of professional standard of care for performance of such services, which is that level of skill and care ordinarily observed by like professionals performing similar services under similar circumstances. Contractor shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of County or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Contractor.
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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov)

by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. 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:**

Michael Baker International, Inc., a  
Pennsylvania corporation

By: \_\_\_\_\_  
Name: Nasser Seyedmadani  
Title: Vice President  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Dwight Ceresola  
Title: Chair, Board of Supervisors  
Date signed:

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

2/6/2023

## **EXHIBIT A**

### **Scope of Work**

#### **TASK 1: SMALL BUSINESS GRANT PROGRAM GUIDELINES**

##### **Task 1A**

Michael Baker will prepare the Small Business Grant Program guidelines including statement of objectives and standards, policies and procedures, applicant submittal requirements, eligibility and use of funds, limitation on duplication of benefits, and loan forgiveness terms, if applicable. Michael Baker will ensure that the guidelines conform to all applicable federal, state, and local requirements.

##### **Task 1B**

Michael Baker will prepare and facilitate two stakeholder community engagement consultation meetings to identify priority needs and goals; prepare materials for consultation meetings; promote outreach activities to interested stakeholders for their involvement in meetings, with input from the County on stakeholders and their contact information; prepare and provide to the County for distribution a survey on community needs; and prepare a summary of community engagement comments. The County will distribute the survey through email, website, and social media, or the County's typical communication channels.

##### **Task 1C**

Michael Baker will prepare staff reports, presentations, and notifications and attend (virtually) two public meetings or hearings. Michael Baker will assist with the preparation of two meetings and noticing for public meetings and hearings consistent with State Housing and Community Development (HCD) regulations. One meeting will be for the County and one for the City of Portola. This task will include presenting the Small Business Grant Program description and Small Business Grant Program Guidelines to the public and members of the Board of Supervisors, for approval, and City Council, for awareness.

##### **Task 1D**

Michael Baker will complete contract special conditions, if any, with HCD including environmental review, anti-displacement and relocation assistance plan, and program income reuse plan. Michael Baker will prepare, as necessary, site-specific environmental reviews for applicants that have been recommended for an award and assess potential issues related to airport clear zones, explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals, or gases.

##### **Task 1E**

Michael Baker will assist in the preparation of contracts for contractors and subrecipients. Michael Baker will complete the general setup for new contracts for approval by County Counsel and/or City Attorney, as required. Setup may include any documentation required by the funding source.

##### **Task 1F**

Michael Baker will prepare a public information file, as needed. Michael Baker will set up and maintain public information binders, ensuring they meet HCD requirements.

### **Task 1G**

Michael Baker will prepare program records for monitoring by HCD. Michael Baker will provide to the County files that are well organized and easily understood for audit/review.

### **Task 1H**

Michael Baker will respond to inquiries about the Small Business Grant Program and answer general program questions.

## **TASK 2: SMALL BUSINESS GRANT PROGRAM IMPLEMENTATION**

### **Task 2A**

Michael Baker will review each application submitted for program assistance and will conduct Small Business Grant Program loan and/or grant underwriting and recommendation of amounts for program assistance. The underwriting process will be conducted in accordance with criteria stated in the Small Business Grant Program Guidelines and will provide a comprehensive and fair assessment of the applicant's eligibility and ability to meet the Small Business Grant Program objectives.

### **Task 2B**

Michael Baker will be the liaison to Small Business Grant Program applicants and receive and maintain application submittal documents in SharePoint or other suitable platform for review by the County upon request. During the underwriting process, Michael Baker will communicate as necessary with applicants; respond to questions from potential applicants regarding eligibility and program design; coordinate with applicants to complete applications and provide materials; and communicate updates including performance checks, reimbursement status, general status updates, and requesting information for grant reports.

### **Task 2C**

A risk assessment of the applicant may be conducted by Michael Baker prior to recommending an award of grant money, at the request of the County, and not to exceed three (3) risk assessments total for the contract. The risk assessment shall consider debarment, convictions of fraud, theft, or embezzlement, as well as perceived or real conflicts of interest.

### **Task 2D**

Upon completion of the underwriting review of each application, Michael Baker will recommend loan or grant amounts in accordance with the Small Business Grant Program Guidelines. Michael Baker will advise applicants of the award, disbursement requirements, and that the need to maintain eligibility and compliance with terms are understood.

### **Task 2E**

Michael Baker will process and prepare documents for the disbursement of funds and agreements with awarded applicants and will collect needed information for reimbursement. The disbursement of funds to awardees will require the input and assistance of County staff to process loan agreements, promissory notes (if applicable), and disbursements. The County will be responsible for issuing grant funds under this program to successful applicants and/or qualified recipients in accordance with Federal Housing and Urban Development (HUD) requirements.

**Task 2F**

Michael Baker will collect documents for special reporting requirements, as applicable. Depending on the type of Small Business Grant Program, additional documents may need to be collected from businesses as required by HCD or HUD.

**Task 2G**

Michael Baker will oversee the closing out of applicant files under the loan/grant closing process to ensure loans are closed out properly. Michael Baker will provide completed files to the County. Each applicant business file will be closed in preparation of any future monitoring by HCD and/or HUD.

## **EXHIBIT B**

### **Fee Schedule**

The scope of services tasks in **EXHIBIT A** will be competed for a cost **not to exceed \$70,000.00** on a time and materials basis according to the Michael Baker International, Inc. standard billing rates listed below:

<b>Team Member</b>	<b>Hourly Rates</b>
<b>Derek Wong</b>	<b>\$221</b>
<b>Dino Serafini</b>	<b>\$195</b>
<b>Shannon Andrews</b>	<b>\$132</b>
<b>Tyler Brant</b>	<b>\$127</b>
<b>Millie Grape</b>	<b>\$119</b>

Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within thirty (30) days' receipt.

**EXHIBIT C**

Department of Housing and Community Development  
Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act  
CDBG-CV2-3 Standard Agreement  
Exhibits A, B, and D and Exhibit C incorporated by reference



## SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBG-CV2-3-00376
---

PURCHASING AUTHORITY NUMBER (If Applicable)
---

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$523,462.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ - Exhibit E	Program Application	360

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OIS/Resources>

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

**CONTRACTOR**

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS

520 Main Street Room 309

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

GABRIEL HODRICK

TITLE

COUNTY ADMINISTRATOR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2/22/22

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV2-3-00376

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/4/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

## EXHIBIT A

### **AUTHORITY, PURPOSE, AND SCOPE OF WORK**

#### **1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

#### **2. Scope of Work**

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

Program Name: Community Development Block Grant Coronavirus Response (CDBG-CV2-3)  
NOFA Date: 12/18/2020  
Approved Date: 7/8/2021  
Prep. Date: 12/08/2021

## EXHIBIT A

writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
  - An activity that benefits low- and moderate-income (LMI) persons
  - An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
  - An activity that aids in the prevention or elimination of slums or blight

### 3. **Duplication of Benefits (DOB)**

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

## **EXHIBIT A**

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

### **4. Effective Date and Commencement of Work**

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

### **5. Term of Agreement and Performance Milestones**

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

Program Name: Community Development Block Grant Coronavirus Response (CDBG-CV2-3)  
NOFA Date: 12/18/2020  
Approved Date: 7/8/2021  
Prep. Date: 12/08/2021

## EXHIBIT A

- B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

- a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

- a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

## EXHIBIT A

completed, or the activity is canceled.

- 2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

### 6. **Scope of Work Revisions and Amendments**

#### A. Contract Revisions:

##### 1) Adjustments to the Scope of Work that do not require:

- a) an increase or reduction of activity scope;
- b) a change in National Objective; or a
- c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

##### 2) Contract Revisions may include but not be limited to:

- a) Adjustments that:
  - i. Itemize the scope of work;
  - ii. Revise milestone deadlines except for first and last milestones; and/or
  - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.
- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

## **EXHIBIT A**

changing the overall budget.

### **B. Contract Amendments:**

#### **1) Adjustments to the Scope of Work that:**

- a) Require an increase or a reduced scope of work:
- b) Change the National Objective; or
- c) Change the type or reduces the number of beneficiaries assisted

shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

#### **2) Contract Amendments may include but not be limited to:**

##### **a) Adjustments that:**

- i. add scope beyond what was included in the original application;
- ii. reduce scope such that the activity is materially different from the original application; or
- iii. reduce estimated beneficiary counts.
- iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

### **C. HUD Matrix Codes:**

If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.



## EXHIBIT A

### 7. **State CDBG Program Contract Management**

#### A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager  
Division of Financial Assistance  
Department of Housing and Community Development  
P.O. Box 952054  
Sacramento, California 94252-2054  
Phone: (916) 263-6468  
Email: [CDBG@hcd.ca.gov](mailto:CDBG@hcd.ca.gov)

#### B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

- 3) Financial Reports (Funds Requests);
- 4) Activity Reports;
- 5) Semi-Annual Reports;
- 6) Annual Reports;
- 7) Submittal of any and all requested supporting documentation;
- 8) Standard Agreement Revisions (non-material contract changes); and,
- 9) Standard Agreement Amendments (material contract changes).

#### C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

## **EXHIBIT A**

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Budget**

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
  - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

## **EXHIBIT B**

### **2. Availability of Funds**

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

### **3. Eligible Costs**

- A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

## EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

#### 4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of \$1,000.00, except for the final funds

## **EXHIBIT B**

request, which must be marked “Final”. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee’s discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
  - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department’s consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

## **EXHIBIT B**

referenced in Exhibit A, Section 5 of this Agreement.

- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

### **5. Budget Revisions and Amendments**

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
  - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
  - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

## **EXHIBIT B**

the overall budget.

- 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

### **6. Grant Closing Requirements**

- A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

## EXHIBIT D

### **CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS**

#### **1. Federal Grant Identification**

HUD Grant No.: B-20-DW-06-0001

CFDA Number: 29.019

Date HUD Grant Agreement Signed: 11/26/2020

#### **2. Definitions**

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

- 1) Acquisition (§ 5305 (a)(1))
- 2) Public Improvements (§ 5305 (a)(2))
- 3) Public Facilities (§ 5305 (a)(2) and (5))
- 4) Public Services (§ 5305 (a)(8))
- 5) Business Financial Assistance (§ 5305 (a)(17))
- 6) Microenterprise Assistance (§ 5305 (a)(22))

B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.

F. "Department" means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

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- and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

### 3. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

### 4. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

### 5. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
  - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
  - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
    - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
    - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
    - c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.
  - e) Request that HUD initiate federal suspension debarment proceedings.
  - f) Take other remedies that may be legally available, including, but not limited to:
    - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

## 6. **Severability**

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- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 8. **Uniform Administrative Requirements**

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

### **9. Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq., 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **10. Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

### **11. Equal Opportunity Requirements and Responsibilities**

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

### **12. Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

### **13. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):**

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

#### **Section 3 Clause**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

### 14. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

## EXHIBIT D

property list.

- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

### 15. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

### 16. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

- 1) are not reasonably available in a reasonable period of time;
  - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
  - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
  - 2) during the preceding federal fiscal year, the Contractor:
    - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
    - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

### 17. **Contracting and Labor Standards**

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

### 18. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the



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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

### **19. Contractors and Subrecipients**

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

### **20. Requirements for Economic Development Activities**

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

### **21. Rights to Inventions Made Under a Contract or Agreement**

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

### **22. Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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### 23. **Reporting Requirements**

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

### 24. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

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- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

### **25. Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$35,000.00 shall be either:

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- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

### **26. Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

### **27. Inspections of Grant Activity**

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

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accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

### **28. Signs**

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

### **29. Insurance**

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

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B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

### 30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

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- employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### 31. **Conflict of Interest**

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

### 32. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the



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assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

### 33. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 34. **California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
  - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
  - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
  - 4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

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- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

RESOLUTION NO. 21-8609

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

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

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

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

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

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

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

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

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

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

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

**DECLARATION NO. 21-**

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

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

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CALIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Health Officer hereby finds that:

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

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

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


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

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

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

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

7/26/21  
Date

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