



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

**JANUARY 16, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

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. DISASTER RECOVERY OPERATIONS

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

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

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. PLUMAS COUNTY PUBLIC WORKS/ROAD DEPARTMENT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC. to purchase fuel and heating oil as identified in the FY23/24 annual budget; effective January 1, 2024; not to exceed Seven Hundred Thousand Dollars and 00/100 (\$700,000.00); (No General Fund Impact) approved as to form by County Counsel.
- 2) Approve the Closure of Dame Shirley Lane, Court Street and Bradley Street for the 2024 Groundhog Fever Festival on February 3, 2024, and approve the addition of the Groundhog Fever Festival to the Annual Events List per Resolution 10-7615. No General Fund impact.

B. MUSEUM

- 1) Approve and authorize the Museum Director to recruit and fill, funded and allocated vacant one (1.0) FTE Assistant Director position; (General Fund Impact) as approved in the FY23/24 budget.

C. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign a Mental Health Services Act, MHSA, agreement between Plumas County Behavioral Health and Roundhouse Council, Inc., effective July 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) program services will be paid for by Mental Health Services Act state funds; approved as to form by County Counsel.

D. PLUMAS COUNTY SOLID WASTE

- 1) Approve and authorize Plumas County Department of Public Works to pay Plumas Sanitation, Inc. a non-contract invoice in the amount \$1140.00 for pumping water from the East Quincy Transfer Station tipping bay; (No General Fund Impact) discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Coates Incorporated, dba Price Tire Center) ; effective November 20, 2023 through November 19, 2024; not to exceed \$20,000.00 dollars; (General Fund Impact) as approved in (2023/2024) budget; approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** Authorizing the County Administrative Officer to execute an agreement with the State of California - Office of Traffic Safety; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize Plumas County Information Technology to pay ESRI, Inc. a non-contract invoice in the amount of \$3850.00 for GIS software; (General Fund Impact) as approved in the

FY23/24 IT Budget.

- 2) Approve and authorize Plumas County Information Technology to pay CWDG a non-contract invoice in the amount of \$3395.00 for Nessus vulnerability scanning software; (General Fund Impact) as approved in the FY23/24 IT Budget.

C. FACILITY SERVICES - Robert McAdams

- 1) Approve and authorize Board Chair to sign Supplemental Budget Transfer request from General Fund to fund Facility Services Capital Improvements projects; recommended approval by County Auditor, Martee Graham; General Fund impact \$545,405.81.

D. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** to authorize the County Administrative Officer to sign grant agreements for disbursement of the CARES Act Grant Program; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve Grant Agreement for the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program between Plumas County and "Recipients" of the CARES Act Grant Program; effective date to be determined based on the individual Grant Agreement execution dates; not to exceed contract amount will vary depending on the Recipient award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.
- 3) Direction to Planning Director concerning the under-allocation of CARES Act Grant Program funding in the amount of \$139,301.50; No General Fund impact; discussion and possible action.

E. SOLID WASTE - Rob Thorman

- 1) Adopt **RESOLUTION** Establishing a revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in franchise service area No. 2 (Operated by Intermountain Disposal); (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

F. TREASURER/TAX COLLECTOR - Julie White

- 1) Adopt **RESOLUTION** Delegating Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2024; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve the Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Approve the Supplemental Budget Transfer in the amount of nine hundred forty thousand, four hundred seventy-nine dollars and fifty-five cents (\$940,479.55) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658- 58000 (LATCF Transfer-Out); no general fund impact; reviewed and approved by Auditor Controller. **Four/Fifths roll call Vote.**
- C. Receive presentation from Grant Manager on the American Rescue Plan Act Fund 0021; discussion and possible action.
- D. Approve and authorize Chair to sign an agreement between Plumas County Administrative Officer and MRG, (Municipal Resources Group) LLC; effective January 16, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

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 February 13, 2024; discussion and possible action.

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

D. APPOINTMENTS

1) Appoint Jeff Glick to the Plumas Eureka Community Services District, as recommended; discussion and possible action.

E. CORRESPONDENCE

1) Communication; Cure and Correct Potential Brown Act Violation, Serial Meeting - Four emails on January 10, 2024 between District Attorney, Chief Administrative Officer, and the entire Board of Supervisors - reproduced and attached; possible discussion.

F. 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. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- 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: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112
- E. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1), and of Government Code Section 54956.9
- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, February 6, 2024, Board of Supervisors Room 308, Courthouse, Quincy,

California



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC. to purchase fuel and heating oil as identified in the FY23/24 annual budget; effective January 1, 2024; not to exceed Seven Hundred Thousand Dollars and 00/100 (\$700,000.00); (No General Fund Impact) approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt and Sons, LLC. Company, a subsidiary of Ferrellgas LP in the amount of Seven Hundred Thousand Dollars and 00/100 (\$700,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase fuel and heating oil as identified in the FY23/24 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$700,000 for the 2024 calendar year as outlined in the attached purchase agreement.

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

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 29, 2023.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2024; not to exceed Seven Hundred Thousand Dollars and 00/100 (\$700,000.00); (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funded via contract between County of Plumas Public Works and Hunt & Sons, LLC.

Attachments:

1. Contract Hunt & Sons LLC 23-835 FINAL

Contractor Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and **Hunt & Sons, LLC**, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Seven Hundred Thousand Dollars and No/100 (\$700,000.00)**.
3. **Term.** The term of this agreement shall be from January 1, 2024 through December 31, 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. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS _____

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

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

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

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

_____ COUNTY INITIALS

- 3 -

_____ CONTRACTOR INITIALS

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

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

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Hunt & Sons, LLC
188 Crescent St.
Quincy, CA 95971
Attention: Justin Hughes

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

- 5 -

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.

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Hunt & Sons,
a Limited Liability Company

By: _____
Name: Lindsey Grant
Title: Vice President
Date signed:

:

COUNTY:

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

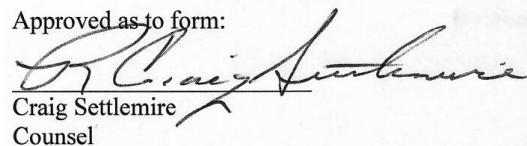
By: _____
Name: John Mannie
Title: Public Works Director
Date signed:

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:


Craig Settlemire
Counsel

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

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

<u>Yard</u>	<u>Gallons</u>	<u>Fuel Type</u>	<u>Notes</u>
Quincy	10,000	Clear Diesel	On-Call
	2,000	Gasoline	On-Call
	2,000	HS Burner #1	
	1,000	HS Burner #2	
	1,000	HS Burner #3	
	1,000	HS Burner #4	
Chester	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
Graeagle	2,000	Clear Diesel	
	2,000	Gasoline	
Beckwourth	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
Greenville	2,000	Clear Diesel	
	2,000	Gasoline	
	1,000	HS Burner	
LaPorte	2,000	Clear Diesel #1	
	2,000	Clear Diesel #2	
	350	Gasoline	

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

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

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Seven Hundred Thousand dollars and no cents (\$700,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

_____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: January 16, 2024

SUBJECT: Approve the Closure of Dame Shirley Lane, Court Street and Bradley Street for the 2024 Groundhog Fever Festival on February 3, 2024, and approve the addition of the Groundhog Fever Festival to the Annual Events List per Resolution 10-7615. No General Fund impact.

Recommendation:

The Department of Public Works respectfully requests the Board of Supervisors approve the requested road closures for 2024 Groundhog Fever Festival and the addition of the event to the "Annual Events List".

Background and Discussion:

On March 9, 2010 the Plumas County Board of Supervisors adopted Resolution 10-7615, Granting Authority to the Road Commissioner to Allow Temporary Road Closures. Section A.1.a. of Resolution 10-7615, requires that recurring (annual) events be placed on a Board agenda for consideration to add the event to the Annual Events List.

The Quincy Chamber of Commerce hosts an annual event during the first weekend in February called the Groundhog Fever Festival. During past events, the Chamber was allowed to close a portion of Court Street to stage a Chili Cook-off. The Quincy Chamber of Commerce has requested to expand the road closure for the 2024 event to include a portion of Dame Shirley Lane and Bradley Street to allow for an expanded kid zone and car show.

Action:

Approve the Closure of Dame Shirley Lane, Court Street and Bradley Street for the 2024 Groundhog Fever Festival and Approve the addition of the Groundhog Fever Festival to the Annual Events List per Resolution 10-7615. No General Fund impact.

Fiscal Impact:

No impact to General Fund. Funded N/A

Attachments:

1. BOS Agenda - Special Events

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

for the January 9, 2024 meeting of the Plumas County Board of Supervisors

Date: December 29, 2023

To: Honorable Governing Board

From: John Mannle, PE - Director of Public Works

Subject: Approve the Closure of Dame Shirley Lane, Court Street and Bradley Street for the 2024 Groundhog Fever Festival and Approve the addition of the Groundhog Fever Festival to the Annual Events List per Resolution 10-7615.

BACKGROUND:

On March 9, 2010 the Plumas County Board of Supervisors adopted Resolution 10-7615, Granting Authority to the Road Commissioner to Allow Temporary Road Closures. Section A.1.a. of Resolution 10-7615, requires that recurring (annual) events be placed on a Board agenda for consideration to add the event to the Annual Events List.

The Quincy Chamber of Commerce hosts an annual event during the first weekend in February called the Groundhog Fever Festival. During past events, the Chamber was allowed to close a portion of Court Street to stage a Chili Cook-off. The Quincy Chamber of Commerce has requested to expand the road closure for the 2024 event to include a portion of Dame Shirley Lane and Bradley Street to allow for an expanded kid zone and car show.

RECOMMENDATION

The Department of Public Works respectfully requests the Board of Supervisors approve the requested road closures for 2024 Groundhog Fever Festival and the addition of the event to the "Annual Events List".

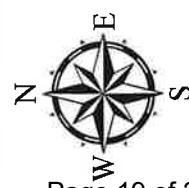
Attachment: Map of proposed street closures
Resolution 10-7615
Annual Events Lists



2024 Groundhog Fever Festival

Request for Closure

Dame Shirley Ln, Court St & Bradley St



RESOLUTION NO. 10-7615

Granting Authority to the Road Commissioner to Allow Temporary Road Closures

WHEREAS, the Public Works Department has, from time to time and for various reasons, the need to allow temporary closures of certain county roads in order to promote public safety by allowing construction or repair on those roads in an un-congested work site or for other reasons that serve the public interest, and

WHEREAS, the temporary closure of a county road is a time-consuming and potentially delaying process that, according to Section 942.5 of the California Streets and Highways Code, now requires approval by the Board of Supervisors, and

WHEREAS, the Board has within its powers the ability to delegate authority to the County Road Commissioner that will allow the Road Commissioner to allow the temporary closure of a county road in order to facilitate this process per Section 942.6 of the California Streets and Highways Code,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Plumas County hereby delegates to the Plumas County Road Commissioner the authority to allow temporary closure of county roads in order to facilitate this process per Section 942.6 of the California Streets and Highways code, predicated upon the following:

A. That such closure shall be for one of the following purposes:

1. For the protection of the public. When road closure for protection of the public relates to an event, the event is required to obtain a Plumas County Encroachment Permit and the event is required to have been included on the List of Annual Events Warranting Closure or Partial Closure of a County Road, pursuant to Resolution 2010-7615 ("Annual Event List"), which shall be maintained by the Road Commissioner. The Annual Event List in existence as of the date of adoption of this Resolution is hereby approved. For all other events:

a. For a recurring event: The applicant must submit a completed application for a Plumas County Encroachment Permit to the Department of Public Works. Once the Road Commissioner determines the application is complete and approvable, the matter will be placed on the next available agenda for the Board of Supervisors for consideration to add the event to the Annual Event List.

b. For a one-time event: The applicant must submit a completed application for a Plumas County Encroachment Permit to the Department of Public Works. Once the Road Commissioner determines the application is complete and approvable, the Road Commissioner will inform the Supervisor whose District includes the road subject to closure. Following consultation between the Road Commissioner and the Supervisor whose District includes the road subject to closure, the Road Commissioner may issue the Encroachment Permit, the Road Commissioner may deny the Encroachment Permit, or the matter may be placed on the agenda of the Board of Supervisors for consideration.

2. For the protection of such road from damage during storms.
3. During construction, improvement or maintenance operations.

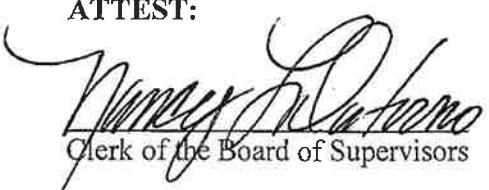
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board held on the 9th day of March, 2010 by the following vote:

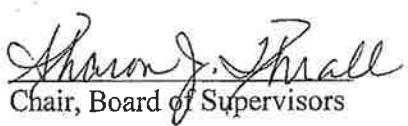
AYES: SUPERVISORS: Swofford, Meacher, Olsen, Thrall

NOES: SUPERVISORS: None

ABSENT/ABSTAIN: SUPERVISORS: Simpson

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

List of Annual Events Warranting Closure or Partial Closure of a County Road, Pursuant to Resolution 10-7615

Quincy - QHS Homecoming Parade: Court Street

Quincy – Groundhog Fever Festival: Bradley St, Court St, Dame Shirley Ln

Quincy – The Drunk Brush Special Events: Grover Alley

Greenville – Gold Digger Days:

Taylorsville – Independence Day Parade: Main St

Taylorsville – Holiday Lights Parade: Main St



**PLUMAS COUNTY
MUSEUM
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize the Museum Director to recruit and fill, funded and allocated vacant one (1.0) FTE Assistant Director position; (General Fund Impact) as approved in the FY23/24 budget.

Recommendation:

Recommend approval

Background and Discussion:

Vacant since 2022

Action:

Recommend approval

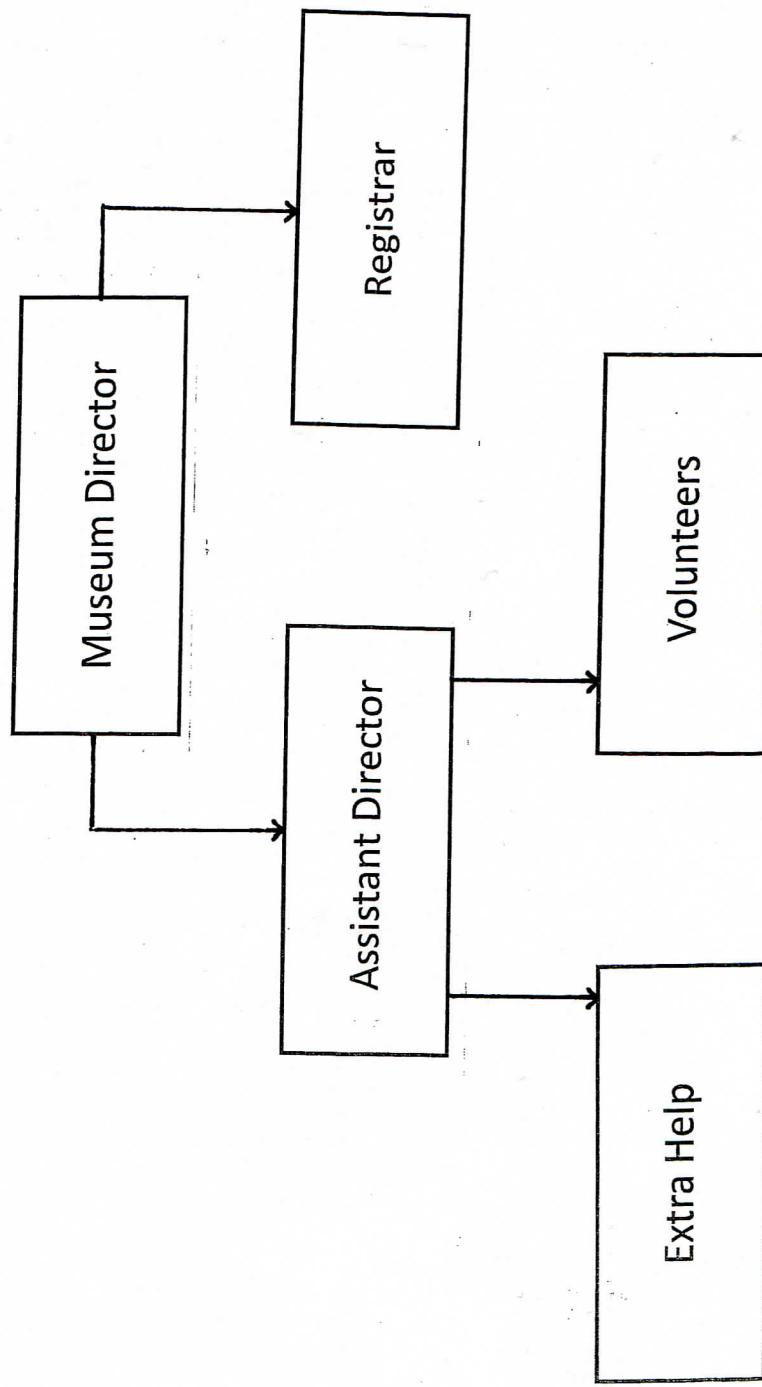
Fiscal Impact:

(General Fund Impact) as approved in FY23/24 budget.

Attachments:

1. Assistant Museum Director position

PLUMAS COUNTY MUSEUM ORGANIZATIONAL CHART



ASSISTANT MUSEUM DIRECTOR

DEFINITION

With little supervision assist with research, design, development, and implementation of exhibits and cultural and education programs at the County Museum; to perform special projects; to oversee and perform office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized professional museum class responsible for performing a variety of assistance at the Plumas County Museum. Responsibilities include assisting with general administration and operating of the museum, performing special projects, such as restoration, and providing office support.

REPORTS TO

Museum Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides supervision to Registrar, docents and volunteer staff.

ASSISTANT MUSEUM DIRECTOR – 2

EXAMPLES OF DUTIES

- Assists with acquisition, identification, preservation, and presentation of historical collections.
- Constructs and installs permanent and temporary exhibits.
- Prepares copy, test, and informational statements for use in programs, exhibits, and publicity information.
- Provides work coordination and training for volunteer and other support staff.
- Prepares a variety of standard and special reports.
- Assists with locating resources and materials needed for programs and exhibits.
- Answers questions from the Public about the exhibits.
- Provides guided tours of special attractions.
- Works with donors on receiving and organizing donated items.
- Develops claim requests.
- Prepares museum correspondence and news releases.
- Assists with development and implementation of plans for displays and/or maintenance of the museum.
- Maintains a computerized collection inventory system.
- Assists with annual budget development.
- Writes grants for various projects when directed or appropriate.
- Assists with preparation of education aids adapted to the needs and interest of various groups concerned with the museum's programs.
- Assists with the security, housekeeping, and general maintenance of the Museum and grounds.
- Participates in special restoration projects, such as establishing demolition/construction contracts and supervising contractors.
- Oversees general construction work, provides a variety of general office support.
- Represents the Museum and acts for the Museum Director as delegated.
- Prepares evaluations for Museum Registrar.
- Prepares agendas and minutes for the Museum Trustee Board and the Museum Director Board.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; stoop, kneel, bend to pick up or move objects; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of hand and power tools; use of audio visual equipment; use of office equipment including copiers, telephones, calculators, copiers, and facsimile machines.

ASSISTANT MUSEUM DIRECTOR - 3

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to varying temperatures; exposure to dust, steam, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; working around and moving machinery parts; constant contact with staff and the public.

KNOWLEDGE OF:

- California and Plumas County History.
- County Museum policies, rules and regulations.
- Exhibit development techniques.
- Public and community relations.
- Maintenance of filing and information retrieval systems.
- Objectives, organization and administration of a museum.
- Museum cataloging and classification systems.
- Statistical record keeping.
- Personal computers and software applications relates to museum work.
- Office management and procedures.
- Purchasing methods and procedures.
- Principles of work coordination and lead supervision.
- Security of Museum and artifacts.

Ability to:

- Perform a variety of assistance with museum development and operating.
- Learn the principles and practices of historical research, restoration, and preservation of artifacts.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clean, concise and accurate records and reports.
- Make oral presentation to civic organizations, and other public entities.
- Assist with development effective multi-media and audio-visual programs.
- Develop and install display exhibits.
- Effectively represent the museum in contacts with the public, community organizations and other agencies.
- Provide training and work coordination for other staff and volunteers.
- Research and interpret artifacts.
- Plan and schedule tours for civic organizations, educational institutions, and individual public interests.

ASSISTANT MUSEUM DIRECTOR – 4

Training and Experience:

Experience working with museum programs, general administration, development and implementation of exhibits and displays.

AND/OR

Course work in Museology, American History, Archaeology, or a closely related field.

Special Requirement: 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.

ASSISTANT DIRECTOR

EXAMPLES OF DUTIES

- Represents the Museum, and in the absence of the Director, acts for the Museum Director as delegated and supervises part-time and volunteer help.
- Staffs Museum on Saturdays.
- Answers incoming calls, answers questions, takes messages, etc.
- Assists in the daily operation of the Museum reception area, greeting the public, answering questions, making sales, etc.
- Manages Museum Store ordering, inventory, data on register.
- Manages Membership data on register.
- Under supervision of Director, does the major portion of daily artifact accessioning, cataloging, identifying, preserving, and presenting of historical artifacts and objects.
- Manages inventory of collections care supplies and materials.
- Research and general interpretation of artifacts, photos, and archival collections.
- Under direction of the Director, oversees, manages, and provides supervision of volunteers and Docent Program, providing work coordination and training.
- Under oversight of Director, manages the daily maintenance and upkeep of Museum and Association exhibit yards and artifacts.
- Organizes and implements various educational programs, ie. 4th grade living history, Peppard Cabin, Pioneer Schoolhouse, etc.
- Assists with preparation of educational aids adapted to the needs and interest of various groups concerned with the Museum's programs.
- Assists with development, research, design, and implementation of plans for displays, exhibits, and cultural and educational programs.
- Constructs and installs permanent and temporary exhibits and displays.
- Answers questions from the public concerning exhibits.
- Provides guided tours of Museum and other facilities for school, tour, and civic groups.
- Works with donors on receiving and organizing donated objects and artifacts.
- Prepares and generates social media posts and informational outreach.
- Answers questions and interacts with online community through Museum website/Facebook.
- Prepares agendas and minutes for the Museum Trustee Board and the Museum Director Board.
- Assists Director with special programs and events.
- Attends and represents Museum at various county-wide events.
- Prepares copy, text, and informational statements for use in programs, exhibits, and publicity.
- Prepares a variety of standard and special reports.
- Assists with locating resources and materials needed for programs and exhibits.
- Prepares county claim forms.

- Prepares Museum correspondence and news releases.
- Assists with promotion of historical and cultural tourism.
- Maintains a computerized collection inventory system.
- Writes grants for various projects when directed or appropriate.
- Assists with the security, housekeeping, and general maintenance of the Museum and grounds.
- Participates in special restoration projects, such as establishing demolition/construction contracts and supervising contractors.
- Oversees general construction work, provides a variety of general office support.
- Maintains files in office and research archive library.
- Uses copy machine, PC, typewriter, and other office equipment.
- Assists in production of newsletter, billing, shipping, invoices, etc.
- Assists with general administration and operation of Museum.
- Generates reports for the Director.
- Provides supervision to Extra Help employee.

QUESTION FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

Museum Department Assistant Director

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes.** **The position of Assistant Director is crucial to providing better services, programs, and oversight for museum guests and visitors. The position is vital to the daily operations of the museum, its interactions with the public, and its implementation of volunteer and educational programming.**
- Why is it critical that this position be filled at this time? **The Assistant Director duties include, but are not limited to front desk, sales, and guest relations and they are the main point of contact and interaction with the public. They are responsible for daily operation and oversight of the museum store, inventory, and artifact cataloging and accessioning. They are a vital part in the recruitment, organization, and supervision of docents and volunteers and are instrumental in leading educational programming and museum tours. Duties also include staffing the museum of Saturdays. This position is vital to the improvement of the museum, its programs, and public services.**
- How long has the position been vacant? **Since March 2022.**
- Can the department use other wages until the next budget cycle? **The department's wage and benefits portion of the 23/24 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions? **No specific research has been performed for this position, but prior to budget cuts in 2011, the Museum had three full-time positions of which one was the Assistant Director – a position that was reinstated in 2021.**
- What core function will be impacted without filling the position prior to July 1? **The Assistant Director is a vital part to improving the museum's programs and public services.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local finding? 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? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how immediate filling of this position may impact, positively or negatively, the need for general fund support. **No change in General Fund support since this is already a budgeted position.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years. **No.**



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign a Mental Health Services Act, MHSA, agreement between Plumas County Behavioral Health and Roundhouse Council, Inc., effective July 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) program services will be paid for by Mental Health Services Act state funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign a Mental Health Services Act, MHSA, agreement between Plumas County Behavioral Health and Roundhouse Council, Inc., effective July 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) program services will be paid for by Mental Health Services Act state funds; approved as to form by County Counsel.

Background and Discussion:

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Hand game practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Nativespecific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Action:

Approve and authorize Chair to ratify and sign a Mental Health Services Act, MHSA, agreement between Plumas County Behavioral Health and Roundhouse Council, Inc., effective July 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) program services will be paid for by Mental Health Services Act state funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact as approved in FY 23/24 budget costs associated with this program are covered by Mental Health Services Act.

Attachments:

1. 3943_001

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 **Behavioral Health Department** (hereinafter referred to as "County"), and **Roundhouse Council, Inc.**, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with 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 fifty thousand dollars (\$50,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 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.

If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
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.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

_____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS _____

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

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

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

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

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:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Mary Joseph, Executive Director
Roundhouse Council, Inc.
PO BOX 217
Greenville, CA 95947

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

_____COUNTY INITIALS

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
 - 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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

_____ COUNTY INITIALS

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

CONTRACTOR:

Roundhouse Council, Inc. a California non-profit corporation

By: 
Name: Danny Manning
Title: Chief Executive Officer
Date signed: 11/14/23

By: Lorena Gorbet
Name: Lorena Gorbet
Title: Chief Financial Officer
Date signed: 12-1-23

COUNTY:

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

By: Sharon R. Sousa, LMSW
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 11/14/23

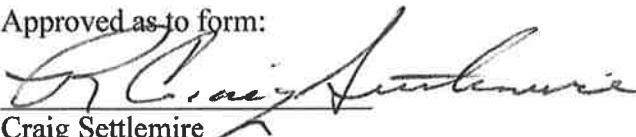
APPROVED AS TO CONTENT:

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: _____

Approved as to form:


Craig Settlemire
Counsel

_____ COUNTY INITIALS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ROUNDHOUSE COUNCIL, INC., referred to herein as Business Associate (“BA”), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

1. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

_____ COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS _____

by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: Sharon R. Sousa, CMFT
Date: 11/14/2023

BUSINESS ASSOCIATE

Name: Danny Manning
Title: Chief Executive Officer
Address: PO Box 217
Greenville, California, 95947
Signed: Danny Manning
Date: 11/14/23

_____ COUNTY INITIALS

- 16 -

CONTRACTOR INITIALS _____

EXHIBIT A - SCOPE OF WORK

Roundhouse Council – Native Youth, Family, and Elders Prevention Program

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Handgame practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships*, and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional*, are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANF program to create future events and programs designed specifically for Native youth.

Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children. Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Rigens*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance Rigens is what one puts into the feathers, requiring the participant to want to feel happy in order for the Rigens to offer up good prayers. Creating one's own dance Rigens also demonstrates the owner's sense of pride in self and teaches patience.

Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC is able to share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as

willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Handgame Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Handgame tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Handgame tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Handgame Circuit.

GONAs, Big Times, and Handgame Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A. The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

INVOICING AND PAYMENT:

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

Program Category	Description of Cost	Projected Amount
Cultural Program Coordinator	0.40 FTE Salary and Benefits	\$12,700.00
Group Facilitator	Girls' youth group, young kids' group	\$9,600.00
Group Facilitator	Language and boys' youth groups	\$14,400.00
Group Facilitator	GONA or Big Time event	\$3,300.00
Supplies	Materials for Rigen making, Beads, Student Craft supplies, Food for participant classes	\$8000.00
Travel	Out of county cultural events – GONAs,	\$2000.00

_____ COUNTY INITIALS

- 21 -

CONTRACTOR INITIALS _____

MHSA2324ROUNDHOUSE

	dances, and Big Time	
Total for FY 22-23		\$50,000.00

_____COUNTY INITIALS

- 22 -

CONTRACTOR INITIALS_____



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Plumas County Department of Public Works to pay Plumas Sanitation, Inc. a non-contract invoice in the amount \$1140.00 for pumping water from the East Quincy Transfer Station tipping bay; (No General Fund Impact) discussion and possible action.

Recommendation:

The Solid Waste Program Manager respectfully requests that the Board of Supervisors authorize the Solid Waste Program Manager to pay the invoice from Plumas Sanitation, Inc. totaling \$1140.00 without a contract.

Background and Discussion:

On December 19, 2023, Waste Management staff informed the Solid Waste Program Manager that heavy rain had caused several inches of water to pool up in the East Quincy Transfer Station tipping bay. Public Works staff then contacted Plumas Sanitation requesting they pump the pooled water from the tipping bay. Plumas Sanitation staff arrived and cleared the pooled water that day.

Action:

Approve and authorize Plumas County Department of Public Works to pay Plumas Sanitation, Inc. a non-contract invoice in the amount \$1140.00 for pumping water from the East Quincy Transfer Station tipping bay; (No General Fund Impact); Discussion and possible action.

Fiscal Impact:

No impact to General Fund. Funded per invoice.

Attachments:

1. SW Invoice

Plumas Sanitation, Inc.

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone

(530) 832-0370

Fax

(530) 832-0373

Invoice

Number: 22285

Date: 20-Dec-2023

P.O. Number:

Job Description:

Order Num: 22285

Serviced 19-Dec-2023

BILL TO: 15

Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

JOB SITE

Shawn
 29 Abernathy
 E Quincy Dump
 Quincy, CA 95971

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 3000gal	\$1,100.00	No	\$1,100.00
1	Fuel Surcharge	\$40.00	No	\$40.00

Taxable Amount	Tax Rate	Tax Description	Subtotal NonTaxed:	\$1,140.00
\$0.00	0	\$0.00	Subtotal Taxable:	\$0.00
			Subtotal Tax:	\$0.00
Payment Terms	Payment	Adjustment	Late Charge	
Net 30	\$0.00	\$0.00	\$0.00	Please Pay: \$1,140.00

Standing water at docks - need pumped ASAP

You are a valued customer!

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

From: Please detach here and return the bottom portion with your payment.
 Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
22285	22285	20-Dec-2023	\$1,140.00

To:**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

VIE
75500



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 16, 2024
SUBJECT: Sheriff

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Coates Incorporated, dba Price Tire Center) ; effective November 20, 2023 through November 19, 2024; not to exceed \$20,000.00 dollars; (General Fund Impact) as approved in (2023/2024) budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Coates Incorporated, dba Price Tire Center) ; effective November 20, 2023 through November 19, 2024; not to exceed \$20,000.00 dollars; (General Fund Impact) as approved in (2023/2024) budget; approved as to form by County Counsel.

Background and Discussion:

Price Tire Center does automotive repairs and supplies tires to the Sheriff's Office

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Coates Incorporated, dba Price Tire Center)

Fiscal Impact:

Budgeted item

Attachments:

1. Price tire Center (COATES INC) 23-24

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 COATES INCORPORATED, a corporation, doing business as Price Tire Center (hereinafter referred to as "Contractor")

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).
3. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 20, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Term.** The term of this agreement shall be from November 20, 2023 through November 19, 2024, unless terminated earlier as provided herein.
5. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
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

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. 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:

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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

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

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

_____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS _____

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. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
14. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. **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.
16. **Choice of Law.** The laws of the State of California shall govern this agreement.

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Price Tire Center
73816 S. Delleker Rd.
Portola, CA 96122
Attention: Bob Price

_____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS _____

24. **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.
25. **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.
26. **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.
27. **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

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. **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.
29. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Coates Incorporated
dba Price Tire Center

By: _____
Name: Robert Price Jr.
Title: CEO and CFO
Date signed: _____

COUNTY:

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

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

By: _____
Name: Gregory Hagwood
Title: Chair, Board Of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: _____

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

APPROVED AS TO FORM:

Deputy Plumas County Counsel

_____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Tires and tire repair.
 - b. Tire service in the field.
 - c. Brake service.
 - d. Bearing service.
 - e. Alignments.
 - f. Shocks.
 - g. Suspension problems.
 - h. Safety Inspections.
 - i. Lubrication and filter change and service.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

_____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of \$135.00 per hour.
2. Service call rate charged at a maximum of \$135.00 per hour.
3. Prices for tires quoted prior to installation.
4. LOF changes with inspection shall be charged at \$115.00 (all inclusive) for up to five (8) quarts of oil, with no charge rotation with Les Schwab tires.
5. Tire rotation for SUV/Light Truck charged at \$36.00
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
7. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

_____ COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS _____



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: January 16, 2024

SUBJECT: Adopt **RESOLUTION** Authorizing the County Administrative Officer to execute an agreement with the State of California - Office of Traffic Safety; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** Authorizing the County Administrative Officer to execute an agreement with the State of California- Office of Traffic Safety; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This allows for the Sheriff's Office to accept grant funding from the State of California- Office of Traffic Safety. This funding will allow the Sheriff's Office to obtain traffic collision software.

Action:

Adopt **RESOLUTION** Authorizing the County Administrative Officer to execute an agreement with the State of California- Office of Traffic Safety

Fiscal Impact:

Grant Funded, No General Fund Impact

Attachments:

1. OTS Grant Resolution
2. Grant Agreement - TR24150 - signed (2)

RESOLUTION NO. 24-_____

AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO EXECUTE AN
AGREEMENT WITH THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY

WHEREAS the State of California – Office of Traffic Safety has authority to grant funding to local law enforcement agencies conducting traffic collision investigations.

WHEREAS, the Plumas County purchasing policy required approval from the Board of Supervisors to enter into a grant agreement for the amount of \$55,000.00 on 10/18/2023; and

WHEREAS, the Sheriff of Plumas County is requesting retroactive ratification that grants authority to the County Administrative Officer of Plumas County to have entered into an agreement with Office of Traffic Safety to receive grant funds for funding the Traffic Records Improvement Project; and

NOW, THEREFORE, BE IT RESOLVED that the County Administrative Officer of the County of Plumas is authorized, on behalf of this Board of Supervisors, allowing the Sheriff's Office to participate in the traffic safety grant known as the Traffic Records Improvement Project and sign Agreement TR24150 with the State of California – Office of Traffic Safety, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

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

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the _____ day of _____, 2024 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

1. GRANT TITLE Traffic Records Improvement Project			
2. NAME OF AGENCY Plumas County Sheriff's Office		3. Grant Period From: 10/01/2023 To: 09/30/2024	
4. AGENCY UNIT TO ADMINISTER GRANT Plumas County Sheriff's Office			
5. GRANT DESCRIPTION State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.			
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$55,000.00			
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)• Exhibit A – Certifications and Assurances• Exhibit B* – OTS Grant Program Manual• Exhibit C – Grant Electronic Management System (GEMS) Access			
Items shown with an asterisk (), are hereby incorporated by reference and made a part of this agreement as if attached hereto.			
These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov .			
We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.			
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.			
8. Approval Signatures			
A. GRANT DIRECTOR NAME: Christopher Driscoll TITLE: Deputy Sheriff EMAIL: driscoll@pcso.net PHONE: 530-263-8492 ADDRESS: 1400 East Main Street Quincy, CA 95971		B. AUTHORIZING OFFICIAL ADDRESS: Debra Lucero County Administrative Officer debralucero@countyofplumas.com (530) 520-8542 520 Main Street, Room 309 Quincy, CA 95971	
<i>Christopher Driscoll</i> <small>Christopher Driscoll (Sep 26, 2023 12:46 PDT)</small>	Sep 26, 2023 (Signature) _____ (Date) _____	<i>Debra Lucero</i> <small>Debra Lucero (Oct 18, 2023 09:35 PDT)</small>	Oct 18, 2023 (Signature) _____ (Date) _____
C. FISCAL OFFICIAL ADDRESS: Roni Towery Fiscal Officer roni@pcso.net (530) 283-6396 1400 East Main Street Quincy, CA 95971		D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	
<i>Roni Towery</i> <small>Roni Towery (Sep 27, 2023 08:00 PDT)</small>	Sep 27, 2023 (Signature) _____ (Date) _____	<i>Barbara L. Rooney</i>	Oct 19, 2023 (Signature) _____ (Date) _____

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY

NAME: Carolyn Vu
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

9. SAM INFORMATION

SAM #: KKF4RD58DB89
REGISTERED
ADDRESS: 1400 East Main St
CITY: Quincy
ZIP+4: 95971-9402

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-	20.616	0521-0890-101	2022	43/22	BA/22	\$18,700.00
405c TR-24	20.616	0521-0890-101	2023	12/23	BA/23	\$36,300.00
						AGREEMENT TOTAL
						\$55,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>						PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
						\$ 0.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
 Carolyn Vu (Oct 18, 2023 09:36 PDT)			Oct 18, 2023	\$55,000.00		

1. PROBLEM STATEMENT

Plumas County Sheriff's Office is a small, rural law enforcement agency. We are a department of 34 sworn personnel (including administration/special assignments). Within our county we provide law enforcement services to The City of Portola. The City of Portola is home to approximately 2000 people which can double or even triple during the summer months due to extensive outdoor recreation activities and local events. Our agency is currently in charge of all traffic enforcement within the city limits. As of this time we are using paper forms to complete our crash investigations. Our agency takes approximately 25 crash reports per year. This process is time consuming and not as precise as modern, computer based systems. With our decreased staffing levels it is imperative to reduce the time it takes to complete the crash investigation so our patrol staff can spend more time patrolling the area in an attempt to reduce vehicle crashes. At our current staffing levels there are no assigned patrol staff just to the City of Portola. A universal program in which all patrol personnel are trained would increase our ability to provide quality services to the city. We currently send our reports to SWITRS via mail which is time consuming and causes a delay in reporting.

2. PERFORMANCE MEASURES**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.

B. Objectives:

1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system (RMS) and the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS).

Target Number

1

3. METHOD OF PROCEDURE**A. Phase 1 – Program Preparation (1st Quarter of Grant Year)**

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
 - System licensing with installation and training.
 - GIS based mapping.
 - Segment crash diagramming tool.
 - Ability to create or import crash reports.
 - Ability to import and export agency RMS files.
 - Ability to perform complete analysis of crash reports.
 - Secure database accessible by appropriate agency personnel.
 - Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
 - System licensing with installation and training.
 - Ability to import and export to agency RMS files.
 - Ability to perform complete analysis of citation reports.
 - Secure database accessible by appropriate agency personnel.
 - Ability to export complete citation reports to the local county court.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).

- Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
 - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
 - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
 - Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION			TOTAL AMOUNT
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					\$0.00
Category Sub-Total					\$0.00
B. TRAVEL EXPENSES					
					\$0.00
					\$0.00
Category Sub-Total					\$0.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
Complete Traffic Crash Database System	405c TR-24	\$55,000.00	1		\$55,000.00
Category Sub-Total					\$55,000.00
E. OTHER DIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
F. INDIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
GRANT TOTAL					\$55,000.00

BUDGET NARRATIVE**PERSONNEL COSTS**

-

TRAVEL EXPENSES

-

CONTRACTUAL SERVICES

-

EQUIPMENT

Complete Traffic Crash Database System-A traffic crash database to collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes.

OTHER DIRECT COSTS

-

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37 and 38](#);
- [Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations](#) (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency](#) (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government](#) (advancing equity across the Federal Government); and
- [Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation](#) (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

9/22/2023 12:46:06 PM

Page 7 of 15

Page 78 of 216

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	TR24150
Agency Name:	Plumas County Sheriff's Office
Grant Title:	Traffic Records Improvement Project
Agreement Total:	\$55,000.00
Authorizing Official:	Debra Lucero
Fiscal Official:	Roni Towery
Grant Director:	Christopher Driscoll

CURRENT GEMS USER(S)	
1. Christopher Driscoll	
Title: Deputy Sheriff	Media Contact: No
Phone: 530-263-8492	
Email: driscoll@pcso.net	

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input checked="" type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Roni Towery Fiscal Officer		
Name	Job Title	
roni@pcso.net	530-283-6396	
Email address	Phone number	
GEMS User 2 Add/Change <input checked="" type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Tom Klundby Sheriff Sergeant		
Name	Job Title	
klundby@pcso.net	530-283-6375	
Email address	Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name Job Title		
Email address	Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name Job Title		
Email address	Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name Job Title		
Email address	Phone number	
Form completed by: <u>Christopher Driscoll</u> <small>Christopher Driscoll (Sep 26, 2023 12:46 PDT)</small>		
Date: Sep 26, 2023		
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.		
<u>Christopher Driscoll</u> <small>Christopher Driscoll (Sep 26, 2023 12:46 PDT)</small>		
Signature	Name	
Sep 26, 2023	Grant Director	
Date	Title	

Grant Agreement - TR24150

Final Audit Report

2023-10-19

Created:	2023-09-22
By:	Jim Owens (jim.owens@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoxfH61fiW3NiuohBoxPT6Z2sYwj2NPQH

"Grant Agreement - TR24150" History

-  Document created by Jim Owens (jim.owens@ots.ca.gov)
2023-09-22 - 7:46:22 PM GMT
-  Document emailed to driscoll@pcso.net for signature
2023-09-22 - 7:46:30 PM GMT
-  Email viewed by driscoll@pcso.net
2023-09-23 - 5:18:20 PM GMT
-  Signer driscoll@pcso.net entered name at signing as Christopher Driscoll
2023-09-26 - 7:17:29 PM GMT
-  Document e-signed by Christopher Driscoll (driscoll@pcso.net)
Signature Date: 2023-09-26 - 7:17:31 PM GMT - Time Source: server
-  Document emailed to driscoll@pcso.net for signature
2023-09-26 - 7:17:33 PM GMT
-  Email viewed by driscoll@pcso.net
2023-09-26 - 7:45:05 PM GMT
-  Signer driscoll@pcso.net entered name at signing as Christopher Driscoll
2023-09-26 - 7:46:12 PM GMT
-  Document e-signed by Christopher Driscoll (driscoll@pcso.net)
Signature Date: 2023-09-26 - 7:46:14 PM GMT - Time Source: server
-  Document emailed to roni@pcso.net for signature
2023-09-26 - 7:46:16 PM GMT
-  Email viewed by roni@pcso.net
2023-09-27 - 1:05:17 PM GMT

 Signer roni@pcso.net entered name at signing as Roni Towery
2023-09-27 - 3:00:01 PM GMT

 Document e-signed by Roni Towery (roni@pcso.net)
Signature Date: 2023-09-27 - 3:00:03 PM GMT - Time Source: server

 Document emailed to debralucero@countyofplumas.com for signature
2023-09-27 - 3:00:05 PM GMT

 Email viewed by debralucero@countyofplumas.com
2023-09-27 - 7:23:40 PM GMT

 Email viewed by debralucero@countyofplumas.com
2023-10-04 - 9:13:25 PM GMT

 Email viewed by debralucero@countyofplumas.com
2023-10-07 - 6:42:37 AM GMT

 Email viewed by debralucero@countyofplumas.com
2023-10-10 - 4:18:51 AM GMT

 Email viewed by debralucero@countyofplumas.com
2023-10-12 - 2:36:29 PM GMT

 Email viewed by debralucero@countyofplumas.com
2023-10-18 - 4:34:14 PM GMT

 Signer debralucero@countyofplumas.com entered name at signing as Debra Lucero
2023-10-18 - 4:35:05 PM GMT

 Document e-signed by Debra Lucero (debralucero@countyofplumas.com)
Signature Date: 2023-10-18 - 4:35:07 PM GMT - Time Source: server

 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
2023-10-18 - 4:35:09 PM GMT

 Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
2023-10-18 - 4:36:25 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
Signature Date: 2023-10-18 - 4:36:33 PM GMT - Time Source: server

 Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature
2023-10-18 - 4:36:34 PM GMT

 Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)
2023-10-19 - 5:30:31 PM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)

Signature Date: 2023-10-19 - 5:30:41 PM GMT - Time Source: server

 Agreement completed.

2023-10-19 - 5:30:41 PM GMT



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: **Approve and authorize Plumas County Information Technology to pay ESRI, Inc. a non-contract invoice in the amount of \$3850.00 for GIS software; (General Fund Impact) as approved in the FY23/24 IT Budget.**

Recommendation:

Approve and authorize Plumas County Information Technology to pay ESRI, Inc. a non-contract invoice in the amount of \$3850.00 for GIS software; (General Fund Impact) as approved in the FY23/24 IT Budget.

Background and Discussion:

ESRI is the ArcGIS software provider used by GIS. We typically have a contract over \$5,000 with them, but were able to eliminate some tools we no longer need to reduce the expected cost.

Action:

Approve the agenda item.

Fiscal Impact:

None. This was budgeted in the FY23/24 IT Budget and is a lower cost than expected.

Attachments:

1. ESRI Invoice 11-6-2023



380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 94597668 Document date : 11/06/2023
Order : 4529076 Delivery :
Customer : 20896 Contract :
Customer PO : g-23-1106-b (ESRI)
P.O. Date : 11/06/2023
End User : 20896 County of Plumas
Project :
:

'Invoice'

Page : 1

Bill to:
County of Plumas
Information Technology
520 Main St Rm 211
Quincy CA 95971-9114

Ship to:
Greg Ellingson
County of Plumas
Information Technology
520 Main St Rm 211
Quincy CA 95971-9114

For questions regarding this document, please contact Customer Service at 888-377-4575

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/01/2024 End Date: 12/31/2024	3,300.00
20	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2024 End Date: 12/31/2024	550.00
			Item Subtotal
			3,850.00
FEIN:	95-2775732	Total:	USD
DUNS/CEC:	06-313-4175		3,850.00
CAGE:	0AMS3		

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check : Electronic Instructions:
P.O. Box 741076 Bank: Bank of America Acct#: 1496150335
Los Angeles Wire ABA: 026009593
CA 90074-1076 ACH ABA : 121000358

County of Plumas
Information Technology
520 Main St Rm 211
Quincy CA 95971-9114

Invoice: 94597668 Document Date: 11/06/2023
Order: 4529076
Payer: 20896 Total: USD 3,850.00



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: **Approve and authorize Plumas County Information Technology to pay CWDG a non-contract invoice in the amount of \$3395.00 for Nessus vulnerability scanning software; (General Fund Impact) as approved in the FY23/24 IT Budget.**

Recommendation:

Approve and authorize Plumas County Information Technology to pay CWDG a non-contract invoice in the amount of \$3395.00 for Nessus vulnerability scanning software; (General Fund Impact) as approved in the FY23/24 IT Budget.

Background and Discussion:

Nessus is a professional vulnerability scanning software we use quarterly to scan our systems for potential vulnerabilities. This is "out-of-the-box" software.

Action:

Approve the agenda item.

Fiscal Impact:

None. Previously budgeted in the FY23/24 IT Budget.

Attachments:

1. Nessus Quote 1-2-24



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

GREG ELLINGSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: here you are!

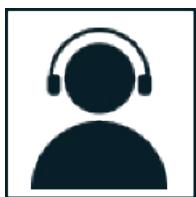
QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRQG170	1/2/2024	TENABLE RNWL	5913753	\$3,395.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Nessus Professional - On-Premise subscription license (1 year) - 1 scanner	1	5385548	\$3,395.00	\$3,395.00
Mfg. Part#: SERV-NES				
UNSPSC: 43233205				
Electronic distribution - NO MEDIA				
Contract: MARKET				

SUBTOTAL	\$3,395.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$3,395.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: PLUMAS COUNTY ATTN: GREG ELLINGSON 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Jeff Butchko | (877) 853-0557 | jeffbut@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 16, 2024
SUBJECT: Facility Services

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Board Chair to sign Supplemental Budget Transfer request from General Fund to fund Facility Services Capital Improvements projects; recommended approval by County Auditor, Martee Graham; General Fund impact \$545,405.81.

Recommendation:

Approve and authorize Board Chair to sign Supplemental Budget Transfer request from General Fund to fund Facility Services Capital Improvements projects.

Background and Discussion:

Facility Services has provided a listed of proposed Capital Improvement projects for FY23/24 as well as a short summary list of projects that are on hold pending a County contract with Engie.

Action:

Approve and authorize Board Chair to sign Supplemental Budget Transfer request from General Fund to fund Facility Services Capital Improvements projects.

Fiscal Impact:

Capital Improvement projects have a direct effect on General Fund budget - \$545,405.81.

Attachments:

1. Capital Improvements Budget Transfer Request
2. Facility Services Capital Improvement List

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Facility Services Dept. No: 20120 Date: 1/5/2024

The reason for this request is (check one):		<u>Approval Required</u>
A.	<input type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

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

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) _____

B) _____

C) _____

D) _____

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Manu Shaha

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

FACILITY SERVICES CAPITAL IMPROVEMENT PROJECTS - FY23/24

FACILITY	DESCRIPTION	PROJECTED COST
Courthouse Annex		
Fire sprinkler repair	In February 2021, the sprinkler lines throughout the west side of the building were replaced due to sub-par pipes being used during construction causing leaks to occur on a nearly monthly basis. Although leaks are not nearly as common on the east side of the building, many have occurred with 13 clamps currently in place. This Capital Improvement request is to replace half the sprinkler lines in the east side of the building and the remainder the following year.	\$75,000.00
New heat pump unit	The heat pump unit in Environmental Health Lab is beyond repair and needs to be replaced.	\$12,000.00
Parking Lot repair	The west-side parking lot has been crumbling for the last 3 years. It was resurfaced 6-7 years ago and has been patched each of the last two summers.	\$85,000.00
Courthouse		
Roof repair	We have continued to have leaks in all four corners of the building for several years, most recently in the north east corner of the DA's office/old County Counsel's office.	\$75,000.00
New carpeting CAO office	CAO request half-wall be removed to expand office work space area for Clerk of the Board. Removing this wall will leave concrete floor exposed. Existing carpet is worn and needs to be replaced.	\$9,000.00
Quincy Library		
Carpet & Linoleum	Carpet throughout the library is worn and tattered. Linoleum throughout the library is faded, worn, and peeling up. Carpet and linoleum hasn't been replaced in many years and flooring is beyond any kind of repair and needs to be replaced throughout. Several trip-hazards have been identified by Risk Management.	\$50,000.00

ADA pushbutton doors	Quincy Library does not have ADA accessible doors.	\$50,000.00
----------------------	--	-------------

Chester Memorial Hall

Linoleum flooring	Linoleum throughout the Chester Hall (kitchen & main hall) is faded, worn, and peeling up and is beyond repair and needs to be replaced. Several trip hazards have been identified by Risk Management.	\$45,000.00
-------------------	--	-------------

Equipment Replacement

John Deere mower	Current mowers (2) are residential-use mowers, not commercial-use, and are constantly being repaired during the months of operation. Current mowers were purchased April 2018 and have been used daily for 7 to 8 months each year since and have exceeded their expected life-span. Facility Services would like to purchase a commercial grade, zero-turn mower, like the one currently in-service with the department, to replace these two mowers.	\$15,500.00
------------------	--	-------------

TOTAL \$416,500.00

Capital Improvements currently posted/encumbered to Capital Improvements budget:

Replace HVAC system at Quincy Museum	\$39,980.68
Repair parking lot at Chester Complex	\$15,613.12
Heater units (2) for Quincy Memorial Hall (installed by Facility Services)	\$4,766.79
Retile hallway where Courthouse water leak occurred on 1st floor	\$3,876.05
New water heater at Plumas County Jail (to be recovered when jail closes)	\$4,438.50
New HVAC cooling system for IT Server Room	\$14,641.38
Facility Services expenses for County Counsel remodel in old HR office in Courthouse	\$2,862.32
New carpet/flooring for County Counsel remodel in old HR office in Courthouse	\$8,894.00
Elevator repair at Permit Center for ADA compliance (\$12,500 dep paid from FY22/23 budget)	\$33,832.97

TOTAL \$128,905.81

GRAND TOTAL \$545,405.81

Capital Improvement Projects on hold pending Engie contract

Courthouse Annex

New generator	The existing generator at the Annex is 20-30% under-sized as well as the wirefeed to the building. Both need to be replaced.	\$225,000.00
---------------	--	--------------

Quincy Animal Shelter

New heat pump units (2)	The heat pumps at the Animal Shelter keep failing and have to be repaired. Units are at the end of their life-span.	\$30,000.00
-------------------------	---	-------------

Portola Library

HVAC unit - main library	Two of the three original units from when the building was built have been replaced. There is one unit left to be replaced as it's reached the end of its life-span.	\$10,000.00
--------------------------	--	-------------

GRAND TOTAL \$265,000.00



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Planning

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: January 16, 2024

SUBJECT: Adopt **RESOLUTION** to authorize the County Administrative Officer to sign grant agreements for disbursement of the CARES Act Grant Program; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to authorize the County Administrative Officer to sign grant agreements for disbursement of the CARES Act Grant Program.

Background and Discussion:

On June 26, 2023, Plumas County announced the release of the Microenterprise Business Assistance and Recovery Grant Program Guideline and Application. The Program is made possible with Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the California Department of Housing and Community Development (HCD) through the Community Development Block Grant Coronavirus Aid (CDBG-CV) program of the US Housing and Urban Development (HUD), with a total of \$409,462 available. To promote economic stability and to assist with eligible business expenses, the Program offers grants up to \$50,000 per microenterprise business.

The Program provides financial assistance to legal operating private 'for profit' microenterprise businesses in the unincorporated areas of Plumas County and within the City of Portola city limits who have been negatively impacted by the coronavirus (COVID-19) pandemic. CDBG regulations provide the following definition of a microenterprise business: a commercial enterprise that has five or fewer employees, one or more of whom owns the business.

The **RESOLUTION** before the Plumas County Board of Supervisors authorizes the expenditure of all funds regarding these grant monies and delegates the authority to the County Administrative Officer to execute each individual microenterprise business grant agreement.

Action:

Adopt **RESOLUTION** to authorize the County Administrative Officer to sign grant agreements for disbursement of the CARES Act Grant Program

Fiscal Impact:

CARES Act grant funded. No general fund impact.

Attachments:

1. 23-885 CARES Act Resolution_FINAL 1.8.24

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 24-_____
RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER
TO SIGN GRANT AGREEMENTS FOR DISBURSEMENT OF THE
CARES ACT GRANT PROGRAM

WHEREAS, the total allocated grant funding from the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program (hereinafter “CARES Act Grant Program”) in the amount of \$409,462 was approved for the benefit of microenterprise businesses (“Recipients”), defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the business, located within the geographical boundary of Plumas County; and

WHEREAS, the initial application period and review process has closed for the CARES Act Grant Program; and

WHEREAS, the County reserves the right to initiate additional application period(s) and/or review process(es), should the need arise due to the desire to spend down the total allocated grant funding amount; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute the grant agreements and expend all funds regarding these grant monies.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors does hereby approve and authorize the County Administrative Officer to sign the grant agreements for the Recipients of the CARES Act Grant Program.

The foregoing was duly passed and adopted by the Board of supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 16th day of January, 2024, by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Greg Hagwood, Chair
Board of Supervisors

ATTEST: _____ DATE: _____
Allen Hiskey
Clerk of the Board of Supervisors



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: January 16, 2024

SUBJECT: **Approve Grant Agreement for the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program between Plumas County and "Recipients" of the CARES Act Grant Program; effective date to be determined based on the individual Grant Agreement execution dates; not to exceed contract amount will vary depending on the Recipient award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve Grant Agreement for the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program between Plumas County and "Recipients" of the CARES Act Grant Program.

Background and Discussion:

On June 26, 2023, Plumas County announced the release of the Microenterprise Business Assistance and Recovery Grant Program Guideline and Application. The Program is made possible with Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the California Department of Housing and Community Development (HCD) through the Community Development Block Grant Coronavirus Aid (CDBG-CV) program of the US Housing and Urban Development (HUD), with a total of \$409,462 available. To promote economic stability and to assist with eligible business expenses, the Program offers grants up to \$50,000 per microenterprise business.

The Program provides financial assistance to legal operating private 'for profit' microenterprise businesses in the unincorporated areas of Plumas County and within the City of Portola city limits who have been negatively impacted by the coronavirus (COVID-19) pandemic. CDBG regulations provide the following definition of a microenterprise business: a commercial enterprise that has five or fewer employees, one or more of whom owns the business.

The application period closed on July 31, 2023. Between August 2023 and December 2023, Planning Department staff and the County's consultant, Michael Baker International, reviewed the 25 applications submitted for eligibility and underwriting.

A total of 20 of the 25 microenterprise businesses were qualified and notified in December 2023 as recipients of a CARES Act grant award, with the award amounts determined as the total expenses eligible for reimbursement in accordance with the grant program Guidelines and pending the approval of a resolution and grant agreement by County Counsel and the Board of Supervisors.

Of the total \$409,462 CARES Act grant funding available, \$270,160.50 is now incumbered.

The grant agreement before the Plumas County Board of Supervisors for approval is a template that will be utilized to create the 20 individual microenterprise businesses grant agreements, with the terms and conditions of the grant and the individual grant amounts, by Recipient.

Action:

Approve Grant Agreement for the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program between Plumas County and "Recipients" of the CARES Act Grant Program.

Fiscal Impact:

CARES Act grant funded. No general fund impact.

Attachments:

1. 23-885 CARES Act Grant Agreement_FINAL 1.8.24

**Plumas County and City of Portola
Microenterprise Business Assistance and Recovery Grant Program**

GRANT AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County"), and _____, (hereinafter referred to as "Recipient").

The parties agree as follows:

1. Recipient is a microenterprise business, defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the business, and is located within the geographical boundary of Plumas County.
2. Recipient is registered through the SAM.gov website and is identified by the Unique Entity Identifier (UEI) number _____.
3. Recipient applied for a grant through the Plumas County and City of Portola Microenterprise Business Assistance and Recovery Grant Program (hereinafter "CARES Act Grant Program"). The Program is made possible with Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the California Department of Housing and Community Development (HCD) through the Community Development Block Grant Coronavirus Aid (CDBG-CV) program of the US Housing and Urban Development (HUD).
4. Recipient has qualifying expenses as defined by the CARES Act Grant Program Final Guidelines released June 26, 2023.
5. County has approved a grant to Recipient in the amount of \$_____ to be used for one or more of the following purposes: payment of up to 3 months of mortgage or lease/rent on the business premises; payment of up to 3 months of utility bills; payment of up to 12 months of payroll expenses for low-income eligible employees not including the owner(s), and/or payment of personal protective equipment (PPE) or other COVID-19 related expenses for operational needs to address COVID-19 requirements.
6. Recipient hereto shall retain all records relating to the performance and administration of this Agreement for five (5) years after final payment hereunder, and Recipient agrees to provide such records either to the County or to a County approved third-party upon the request of the County.
7. Recipient shall be required to provide reports to the County. Reporting frequency shall occur at six (6) months and one (1) year from grant disbursement. After being awarded, a reporting form will be provided to include at minimum funds spent by category, a brief summary of activities, and photos, if applicable.
8. Recipient understands documents submitted within this CARES Act Grant Program are public documents. The County retains the right to publish data regarding Recipient finances, performance metrics, and Program evaluation. This includes but is not limited to, Board of Supervisors reports, completed audits by the County Auditor, and shared publicly through the County's website.

9. 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 Recipient 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 Recipients receipt or use of CARES Act Grant Program funds.
10. Recipient agrees to use these funds only for eligible expenses under CARES Act Grant Program.
11. Recipient is aware that it may need to reimburse the County for any funds that are not used for eligible expenses, or that do not have adequate supporting documentation.
12. 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. Recipient 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, Recipient may be required to reimburse the grant monies to the County.
13. Recipient is not suspended or debarred from receiving state or federal contracts.
14. If any additional grant funds are made available to Recipient, said fundings will be subject to the terms of this Agreement.

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

RECIPIENT:

[For an individual]

[name], d/b/a

[business name]

Date: _____

OR

[For a corporation]

[business name],
a [state] corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY:

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

By: _____

Name: Debra Lucero

Title: County Administrative Officer

Date: _____



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: January 16, 2024

SUBJECT: Direction to Planning Director concerning the under-allocation of CARES Act Grant Program funding in the amount of \$139,301.50; No General Fund impact; discussion and possible action.

Recommendation:

Direct Planning Director to pursue one of the four options presented in the Background section of the Staff Report concerning the under-allocation of CARES Act Grant Program funding in the amount of \$139,301.50.

Background and Discussion:

On June 26, 2023, Plumas County announced the release of the Microenterprise Business Assistance and Recovery Grant Program Guideline and Application. The Program is made possible with Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the California Department of Housing and Community Development (HCD) through the Community Development Block Grant Coronavirus Aid (CDBG-CV) program of the US Housing and Urban Development (HUD), with a total of \$409,462 available. To promote economic stability and to assist with eligible business expenses, the Program offers grants up to \$50,000 per microenterprise business.

The Program provides financial assistance to legal operating private 'for profit' microenterprise businesses in the unincorporated areas of Plumas County and within the City of Portola city limits who have been negatively impacted by the coronavirus (COVID-19) pandemic. CDBG regulations provide the following definition of a microenterprise business: a commercial enterprise that has five or fewer employees, one or more of whom owns the business.

Eligible uses of grant funds include reimbursement of costs for the following business activities incurred during the period that begins on March 13, 2020, and ends on May 11, 2023 (duration of the national disaster declaration COVID-19 Public Health Emergency):

- Reimbursement for up to 3 months of commercial lease or mortgage payments.
- Reimbursement for up to one year of payroll (not including owner[s] salary) for LMI-eligible jobs (i.e., wage rates not to exceed \$26.82/hour).
- Reimbursement for up to 3 months of utility payments.
- Reimbursement for expenses related to supporting operational needs to address COVID-19 requirements for opening and operating (e.g., personal protective equipment and supplies, items related to public health and safety, and temporary distancing measures, or movable equipment).

The application period closed on July 31, 2023. A total of 20 of the 25 microenterprise businesses were qualified and notified in December 2023 as recipients of a CARES Act grant award, with the award amounts determined as the total expenses eligible for reimbursement in accordance with the grant program Guidelines and pending the approval of a resolution and grant agreement by County Counsel and the Board of Supervisors.

Of the total \$409,462 available, \$270,160.50 is now incumbered.

A decision needs to be made concerning the under-allocation of CARES Act Grant Program funding in the amount of \$139,301.50, and the Planning Director offers the following options and seeks direction from the Board of Supervisors on which to pursue:

1. Notify HCD that Plumas does not intend on spending down the entire CARES Act Grant Program County award amount and is returning \$139,301.50 to the state.
2. Initiate an additional open application period and review process (first come, first served basis) to go back out to any and all potential for profit microenterprise businesses in the unincorporated areas of Plumas County and within the City of Portola city limits that may qualify, including those 20 awarded and pre-qualified microenterprise businesses which are receiving a CARES Act Grant Program allocation.
3. Initiate an additional application period and review process (first come, first served basis) with only those 20 awarded and pre-qualified microenterprise businesses which are receiving a CARES Act Grant Program allocation to possibly increase the individual award amounts through increasing the number of months for reimbursement (from 3 months to 12 months) for the following eligible activities: reimbursement for up to 12 months of commercial lease or mortgage payments and reimbursement for up to 12 months of utility payments.
4. Other, as directed by the Board of Supervisors

Action:

Direct Planning Director to pursue one of the four options presented in the Background section of the Staff Report concerning the under-allocation of CARES Act Grant Program funding in the amount of \$139,301.50.

Fiscal Impact:

CARES Act grant funding. No general fund impact.

Attachments:

None



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Solid Waste

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Damien Frank, Administrative Services Officer

MEETING DATE: January 16, 2024

SUBJECT: Adopt **RESOLUTION Establishing a revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in franchise service area No. 2 (Operated by Intermountain Disposal); (No General Fund Impact)** approved as to form by County Counsel; discussion and possible action. Roll Call Vote

Recommendation:

R3 Consulting Group's January 4, 2024, updated report recommends that Plumas County lower IMD's Transfer Station rates by 7.06% effective February 1, 2024 for the remainder of the fiscal year. Solid Waste Staff respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Decrease Resolution for self-hauling residential and commercial customers to the County Transfer Stations in franchise Area No. 2 operated by the franchise contractor InterMountain Disposal.

Background and Discussion:

The primary purpose of this Agenda Request is to correct a mistake that was discovered in the 2022 Rate Analysis Report, conducted by R3 Consulting Group, for InterMountain Disposal. The attached resolution will lower the currently existing rates for InterMountain Disposal.

Per the terms of the 2017 Franchise Agreement between Plumas County and InterMountain Disposal, an Annual review of the Franchise Contractor's audited financial statement is performed by a 3rd party firm, to determine if the Franchiser Contractor is due a rate increase or decrease.

During the course of the rate review process for 2023, it was discovered that R3 Reporting Group made an error in their 2022 RRI report for InterMountain Disposal, erroneously finding that they were due a 6.41% rate increase when they were not due a rate increase for the year of 2022. Upon learning this, Public Works Staff recommended that the Board of Supervisors halt InterMountain Disposal's stipulated 10.37% rate increase until customers could be reimbursed for the overcharge resulting from 2022's rate Increase.

In January 2024, R3 Consulting Group delivered Public Works and updated report, detailing how to reimburse both the customer base for the 6.41% overcharge and IMD for the delay in implementing the 10.37% rate increase due to them in July of 2023.

Action:

Adopt **Resolution ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.); (No General Fund Impact)**; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Fiscal Impact:

No General Fund impact. Loss of some revenue to the Solid Waste Division.

Attachments:

1. 23-820 2 IMD 2023 TS Rate Table
2. Plumas County - IMD - Feb 2024 Transfer Station Rate Adj. - 010424

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

Exhibit A

Description of Service	Current Rates	
All		
Transfer Station Unload Fees		
Two cans or standard containers	\$10.70	
Three cans or standard containers	\$16.35	
Four cans or standard containers	\$20.60	
Station Wagon	\$21.75	
Compact Truck	\$27.10	
Compact Truck with Side Boards	\$34.20	
Standard Size Pickup Truck	\$33.05	
Standard Size Pickup Truck with Side Boards	\$40.85	
Larger Trucks (per CY)	\$23.80	
Transfer Station - Large and Restricted Items		
Washer, dryer, standard fridge, single mattress	\$18.45	
Deep freezer, double mattress	\$34.20	
Tire - 16" or less	\$4.05	
Tire - 16.1" to 20"	\$9.75	
Tire - 20" or more	\$17.95	
Tree Stumps		
12" or less	\$26.45	
13" to 24"	\$52.90	
Greater than 24"	\$79.40	
Cathode Ray Moniter or TV	\$4.40	
Compacted Loads (per ton)	\$98.45	

2024 Rate Adjustment	
Proposed Transfer	
Station Rate (Effective	
February 1, 2024)	
\$9.95	
\$15.20	
\$19.15	
\$20.20	
\$25.20	
\$31.80	
\$30.70	
\$37.95	
\$22.10	
\$17.15	
\$31.80	
\$3.75	
\$9.05	
\$16.70	
\$24.60	
\$49.15	
\$73.80	
\$4.10	
\$91.50	

-7.06%	0.9294
--------	--------

January 4, 2024

Ms. Sean Graham
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: February 1, 2024 Intermountain Disposal Transfer Station Rate Adjustments

Dear Ms. Graham:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to assist it with calculating the 2023 Refuse Rate Index (RRI) rate adjustment for Feather River Disposal Inc. (FRD) and Intermountain Disposal (IMD), collectively referred to as the "Contractors". The RRI adjustments for FRD's collection rates and transfer station rates, and the RRI adjustments for IMD's collection rates have been provided to the County in separate reports. This letter report presents the calculated rate adjustment specific to IMD's transfer station rates assuming an effective date of February 1, 2024.

As with the adjustment to IMD's collection rates, IMD's transfer station rates need to be adjusted to make the ratepayers whole for the impact of the July 1, 2022 RRI adjustment of 6.41% that should not have occurred. Specifically the following adjustments are required:

- Backout the disallowed 2022 6.41% RRI rate increase;
- Reimburse the ratepayers for the 2022 6.41% RRI increase that will have been in effect for 19 months as of February 1, 2024 when 2023 rates are to become effective; and
- Reimburse IMD for the seven (7) month delay in implementing the July 1, 2023 10.37% RRI rate increase.

The above three adjustments result in an overall rate decrease of 5.80%.

In addition to the above adjustments, for July 1st through July 10th 2023 IMD increased the tip fee at its transfer stations by the calculated 2023 RRI index of 10.37%. To make the ratepayers whole for that increase, which should not have occurred at that time, the transfer station rates need to be decreased by an additional 1.26% for February 2024 through June 2024. This additional adjustment brings the overall rate decrease for the transfer stations for February 2024 through June 2024 to 7.06%. **Attachment 1** provides the calculation of both the 5.80% rate decrease as well as the overall 7.06% rate decrease.

* * * * *

Ms. Sean Graham
January 4, 2024
Page 2 of 2

We appreciate the opportunity to be of service to the County. Should you have any questions regarding this submittal, or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Project Director

Attachment:

1 February 1, 2024 Transfer Station Rate Adjustment

<https://r3cgi.sharepoint.com/Shared%20Documents/R3%20Shared/+/Projects/PLUMAS%20COUNTY/Plumas%20County%202023%20RRI/IMD%20Transfer%20Station%20Rate%20Adj/Plumas%20County%20-%20IMD%20-%20Feb%202024%20Transfer%20Station%20Rate%20Adj.-%20010424.docx>

1	M	N	O	P	Q	R	S	T	U	V	AH	AI	AU	AK	AL	AM	AN
TRANSFER STATION RATES																	
Accounting for July 1st - 10th Rate Increase																	
Without Accounting for July 1st - 10th Rate Increase																	
IMD 2021 Approved Rates																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Should Be																	
Rate adjustment that should not have occurred																	
Column P-R Ratepayer +/-																	
Two cans or standard containers \$ 10.050																	
What Rates Are/Will Be																	
Rate adjustment that should not have occurred																	



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Treasurer/Tax Collector

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: January 16, 2024

SUBJECT: Adopt **RESOLUTION Delegating Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2024; (No General Fund Impact)** approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

1.) Adopt Resolution Delegating Authority to the Treasurer to Invest County funds and funds of other depositors for calendar year 2024; approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

1.) In accordance with Government Code Sections 53607 and 27000.1, the Board of Supervisors annually delegates the authority to the Treasurer to invest the excess funds available in the treasury. Excess funds are those funds not being expended on any given day. Each day investment decisions are made that enable all available funds to be invested in LAIF, CAMP, PBAA or long term with PFM Asset Management.

In addition to investing those funds which are under the direction of the Board of Supervisors, the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the treasury and invests those funds on behalf of the said agencies. Board authority is required to accept funds from outside county agencies for the purpose of investing by the County Treasurer.

The investment authority was not previously authorized to the Treasurer for the 2023 calendar year, and I apologize for this oversight. However, Counsel had the resolution and needed further research done to approve it although it has been the same resolution used for several years. Throughout the year, I have invested with the assistance of PFM Asset Management, Inc., investment advisors, with the same objectives of safety, liquidity and return as in the past.

2.) Annually, the Board of Supervisors must review and approve the policies and guidelines established by the County Treasurer for the administration of the investment program. The Plumas County Investment Policies and Guidelines have been reviewed by PFM Asset Management, LLC. and the Treasurer. It is the goal of the Treasurer to have the investment policy reviewed and certified by the California Municipal Treasurers Association. This is not required by law but provides another layer of transparency, due diligence, trust and confidence to the Board and public as well as outside auditors.

I am respectfully requesting approval of the resolution authorizing investment of County funds and funds of other depositor's for calendar year 2024 and approval of the Investment Policy and Guidelines.

Action:

Adopt Resolution Delegating Authority to the Treasurer to Invest County funds and funds of other depositors for calendar year 2024; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Fund Impact

Attachments:

1. Resolution renewing delegation to Treasurer invest funds

Resolution No. 24-

A RESOLUTION RENEWING DELEGATION OF AUTHORITY TO TREASURER TO INVEST COUNTY FUNDS AND FUNDS OF OTHER DEPOSITORS FOR CALENDAR YEAR 2024

WHEREAS, pursuant to Sections 53607 and 27000.1 of the Government Code, the Board of Supervisors has reviewed the delegation of authority to the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and funds of other depositors in the county treasury; and,

WHEREAS, pursuant to Section 53684 of the Government Code, after determination of any excess funds of a local agency by an official responsible for such funds, which excess funds are not required for immediate use, such funds may therefore be deposited into the county treasury for the purpose of investments by the County Treasurer, pursuant to the provisions provided in Sections 53601 and 53635 of the Government Code.

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

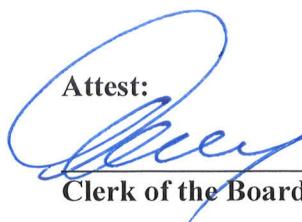
1. The Board of Supervisors hereby approves and authorizes the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and other depositors in the county treasury for calendar year 2024, and
2. Any excess funds of a county agency that have been determined not to be required for immediate use may be deposited into the county treasury for the purpose of investment by the county treasurer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 2nd day of January 2024, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

Attest:

Clerk of the Board

Chairperson, Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Approve the Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Treasurer's Investment Policy & Procedures

THE PLUMAS COUNTY TREASURER'S OFFICE

INVESTMENT POLICY AND GUIDELINES

Approved by Board of Supervisors December 6, 2016

I. POLICY

Plumas County (County) shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

II. SCOPE

This policy applies to the investment of short-term operating funds. Longer-term funds, including investments of employees' investment retirement funds and proceeds from certain bond issues, are covered by a separate policy.

III. PRUDENCE

The County Treasurer is a trustee and therefore a fiduciary subject to the "prudent investor" standard. The "prudent investor" standard states that, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

IV. OBJECTIVES

The Treasurer's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §27000.5 and 53600.5:

1. Safety – Safety of principal is the foremost objective of Plumas County.
2. Liquidity – The County's portfolio will remain sufficiently liquid to enable the County to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investment in securities with active secondary markets is highly recommended.
3. Return – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

V. DELEGATION OF AUTHORITY

The management responsibility for the County's investment program is hereby delegated to the County Treasurer in accordance with California Government Code Section 27000.1. The Treasurer may delegate investment decision making and execution authority to an investment advisor. The advisor will follow the Investment Policy and such other written instructions as are provided.

VI. INVESTMENT PROCEDURES

The County Treasurer will establish investment procedures for the operation of the County's investment program.

Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis

Calculations for the Treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds.

VII. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

Plumas County Board of Supervisors adopted Resolution No. 92-5423 on December 15, 1992 which established a Conflict of Interest code for Plumas County. The Code states that Subsection 18730(b) of Title 2 of the California Administrative Code are the limits set forth by Plumas County.

The limits set forth in the California Administrative Code are the limits set forth by Plumas County.

In addition, the Board of Supervisors have adopted Rule 22 of the Personnel Rules, entitled "Code of Conduct" which further establishes limitations on the receipt of honoraria, gifts, and gratuities.

VIII TERMS FOR FUNDS INVESTED WITH THE COUNTY INVESTMENT POOL

Any local agency and other entity not required to deposit funds in the County Treasury may do so for investment purposes according to the terms set forth in section 53684 of the Government Code. In addition, the local agency or other entity must enter into a

contract with the County Treasurer stating the minimum amount to be deposited, the term of the deposit and anticipated cash-flow projection for deposits and withdrawals, agreement to share in the administrative costs as allowed under Section 27013 of the Government Code, and any other deposit terms required of the treasurer.

Before approving any request to withdraw funds, the County Treasurer shall evaluate the request as per Government Code Section 27136 and 27133 (h). The evaluation will be based upon the following criteria:

- (a) legality
- (b) size of request and effect on liquidity of the pool
- (c) effect on earnings rate of the balance of funds in the pool
- (d) assessment of the stability and predictability of the investments in the treasury.

In addition, requests for withdrawal of funds will be at the lower of adjusted cost or market value of the pool at the time of withdrawal—or—to the last available report reflecting market values as of month end.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The County Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the County in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to insure that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the County. The firms, and individuals covering the agency, should be knowledgeable and experienced in County investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to conduct investment transactions with the County must supply the Treasurer with the following: audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the County's investment policy and depository contracts. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the County invests.

If the County has an investment advisor, the investment advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the County. The advisor will perform all due diligence for the broker/dealers on its approved list.

The selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G37 of the Municipal Securities

Rulemaking Board, to the Plumas County Treasurer, any member of the Plumas County Board of Supervisors, or any candidate for those offices, shall be prohibited.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only on the date of purchase. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the County Treasurer's investment advisor shall evaluate the quality of that security and provide the Treasurer with a recommended plan of action.

The County will limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type.

- 1. U.S. Treasury** notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This will include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. Purchase of Federal Agency issued mortgage-backed securities authorized by this subdivision may not exceed 50% of the County's investment portfolio; all other investments in Federal Agency securities are unrestricted.
- 3. Obligations of the State of California or any local agency within the state**, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency, or by a department, board, agency or authority of the state or any local agency.
- 4. Registered treasury notes or bonds of any of the other 49 states in addition to California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or by a department, board, agency, or authority of any of these states.
- 5. Bankers' Acceptances** otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40% of the County's portfolio that may be invested pursuant to this section.

6. Repurchase Agreements. The County may invest in overnight and term repurchase agreements with Primary Dealers of the Federal Reserve Bank of New York rated "A" or better by an NRSRO with which the County has entered into a Master Repurchase Agreement. This agreement will be modeled after the Public Securities Associations Master Repurchase Agreement. The maximum maturity will be restricted to 90 days. Purchases of repurchase agreements shall not exceed 20 percent of the portfolio.

All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party will have an account in the name of Plumas County. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis and will not be permitted to fall below a minimum of 102 percent of the value of the repurchase agreement. Collateral shall not have maturities in excess of 5 years. The right of substitution will be granted, provided that permissible collateral is maintained.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government and Agency securities as permitted under this policy. The County will maintain a first perfected security interest in the securities subject to the repurchase agreement and shall have a contractual right to liquidation of purchased securities upon the bankruptcy, insolvency, or other default of the counter party.

7. Commercial Paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper must meet all of the following conditions in either paragraph a or paragraph b:

- a. The entity meets the following criteria: (i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- b. The entity meets the following criteria: (i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and (iii) has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 40% of the County's portfolio may be invested in commercial paper.

8. Non-negotiable Certificates of Deposit (time CDs) in a state or national bank, savings association or federal association, or federal or state credit union with a branch in the State of California. In accordance with California Government Code

Section 53635.2, to be eligible to receive County deposits, a financial institution will have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. Time CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The County, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The County will have a signed agreement with any depository accepting County funds per Government Code Section 53649. No deposits will be made at any time in time CDs issued by a state or federal credit union if a member of the Plumas County Board of Supervisors or County Treasurer serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit will not exceed that total shareholder's equity of any depository bank, nor will the deposit exceed the total net worth of any institution. No more than 20% of the County's portfolio may be invested in non-negotiable CDs.

9. **Negotiable Certificates of Deposit** issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. No more than 30% of the County's portfolio may be invested in negotiable CDs.
10. **Medium-Term Notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Notes eligible for investment under this subdivision shall be rated "A" or its equivalent or better by a NRSRO. No more than 30% of the County's portfolio may be invested in medium-term notes.
11. **Shares of beneficial interest issued by diversified management companies** that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either: (i) attain the highest ranking letter or numerical rating provided by at least two NRSROs or (ii) have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000. No more than 20% of the County's investment portfolio may be invested in money market funds.
12. **State of California's Local Agency Investment Fund (LAIF)** an investment pool run by the State Treasurer. The County can invest up to the maximum amount permitted by the State Treasurer.

13. Shares of beneficial interest issued by a joint powers authority (Local Government Investment Pools) organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q) of California Government Code Section 53601, inclusive. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q) Government Code Section 53601, inclusive.
- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

14. Asset-Backed Securities (ABS) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. No more than 20% of the County's investment portfolio may be invested pursuant to this section.

15. Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30% County's moneys that may be invested pursuant to this section.

X. INVESTMENT POOLS/MONEY MARKET FUNDS

A thorough investigation of investment pools and money market funds is required prior to investing, and on a continual basis.

XI. MAXIMUM MATURITY

Maturities will be based on an analysis of the receipt of revenues and maturity of investments. Maturities will be scheduled to permit the County to meet all disbursement requirements.

The County may not invest in a security whose maturity exceeds five years from the date of purchase unless the Plumas County Board of Supervisors has provided approval for a specific purpose at least 90 days before the investment is made.

XII. PROHIBITED INVESTMENTS

Investments not described herein, including, but not limited to, reverse repurchase agreements, stocks, inverse floaters, range notes, commercial mortgage-backed, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for investment by the County.

XIII. INTERNAL CONTROL

The County Treasurer will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

XIV. TREASURY OVERSIGHT COMMITTEE - DISCONTINUED

From 1995 to January 1, 2005, the California Government Code required counties and cities to establish a Treasury Oversight Committee. The purpose of the Committee was to oversee the policies that guide the investment of public funds. The Committee was not to impinge on the day to day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting. In 2005, California Government Code section 27131 made the Committees optional. Plumas County discontinued the operation of its Committee as of February 6, 2007. The Plumas County Treasurer continues to provide reporting to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district. The County's portfolio is also independently audited by an external auditor for compliance with the California Government Code and this Investment Policy.

XV. CUSTODY OF SECURITIES

All securities owned by the County except time deposits and securities used as collateral for repurchase agreements, will be kept in safekeeping by a third-party bank's trust department, acting as an agent for the County under the terms of a custody agreement executed by the bank and the County.

All securities will be received and delivered using standard delivery versus payment procedures.

XVI. REPORTING

The County Treasurer will provide a monthly investment report to the Plumas County Board of Supervisors, the auditor, school districts, and the community college district showing all transactions, type of investment, issuer, purchase date, maturity date, purchase price, yield to maturity, and current market value for all securities.

XVII. POLICY REVIEW

This Investment Policy will be reviewed at least annually to ensure its consistency with:

1. The California Government Code sections that regulate the investment and reporting of public funds.
2. The overall objectives of preservation of principal, sufficient liquidity, and a market return.

Any changes to the Policy must be reviewed and approved by the Board at a public meeting

Glossary

Asset-Backed Security (ABS) is a financial security backed by a loan, lease or receivables against assets other than real estate and mortgage-backed securities.

Bankers' Acceptances are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is a high-grade negotiable instrument.

Broker-Dealer is a person or a firm who can act as a broker or a dealer depending on the transaction. A broker brings buyers and sellers together for a commission. They do not take a position. A dealer acts as a principal in all transactions, buying and selling for his own account.

Certificates Of Deposit

1. **Negotiable Certificates of Deposit** are large-denomination CDs. They are issued at face value and typically pay interest at maturity, if maturing in less than 12 months. CDs that mature beyond this range pay interest semi-annually. Negotiable CDs are issued by U.S. banks (domestic CDs), U.S. branches of foreign banks (Yankee CDs), and thrifts. There is an active secondary market for negotiable domestic and Yankee CDs. However, the negotiable thrift CD secondary market is limited. Yields on CDs exceed those on U.S. treasuries and agencies of similar maturities. This higher yield compensates the investor for accepting the risk of reduced liquidity and the risk that the issuing bank might fail. State law does not require the collateralization of negotiable CDs.
2. **Non-negotiable Certificates of Deposit** are time deposits with financial institutions that earn interest at a specified rate for a specified term. Liquidation of the CD prior to maturity incurs a penalty. There is no secondary market for these instruments, therefore, they are not liquid. They are classified as public deposits, and financial institutions are required to collateralize them. Collateral may be waived for the portion of the deposits that are covered by FDIC insurance.

Collateral refers to securities, evidence of deposits, or other property that a borrower pledges to secure repayment of a loan. It also refers to securities pledged by a bank to secure deposits. In California, repurchase agreements, reverse repurchase agreements, and public deposits must be collateralized.

Collateralized Mortgage Obligation (CMO) is a type of mortgage-backed security in which principal repayments are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows

from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche).

Commercial Paper is a short term, unsecured, promissory note issued by a corporation to raise working capital.

Federal Agency Obligations are issued by U.S. Government Agencies or Government Sponsored Enterprises (GSE). Although they were created or sponsored by the U.S. Government, most Agencies and GSEs are not guaranteed by the United States Government. Examples of these securities are notes, bonds, bills and discount notes issued by Fannie Mae (FNMA), Freddie Mac (FHLMC), the Federal Home Loan Bank system (FHLB), and Federal Farm Credit Bank (FFCB). The Agency market is a very large and liquid market, with billions traded every day.

Issuer means any corporation, governmental unit, or financial institution that borrows money through the sale of securities.

Liquidity refers to the ease and speed with which an asset can be converted into cash without loss of value. In the money market, a security is said to be liquid if the difference between the bid and asked prices is narrow and reasonably sized trades can be done at those quotes.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury that local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any California public agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly via direct deposit to the agency's LAIF account. The State keeps an amount for reasonable costs of making the investments, not to exceed one-quarter of one per cent of the earnings.

Market Value is the price at which a security is trading and could presumably be purchased or sold.

Maturity is the date upon which the principal or stated value of an investment becomes due and payable.

Medium-Term Notes are debt obligations issued by corporations and banks, usually in the form of unsecured promissory notes. These are negotiable instruments that can be bought and sold in a large and active secondary market. For the purposes of California Government Code, the term "Medium Term" refers to a maximum remaining maturity of five years or less. They can be issued with fixed or floating-rate coupons, and with or

without early call features, although the vast majority are fixed-rate and non-callable. Corporate notes have greater risk than Treasuries or Agencies because they rely on the ability of the issuer to make payment of principal and interest.

Money Market Fund is a type of investment comprising a variety of short-term securities with high quality and high liquidity. The fund provides interest to shareholders and must strive to maintain a stable net asset value (NAV) of \$1 per share.

Mortgage Backed Security (MBS). A type of asset-backed security that is secured by a mortgage or collection of mortgages. These securities must also be grouped in one of the top two ratings as determined by an accredited credit rating agency, and usually pay periodic payments that are similar to coupon payments. Furthermore, the mortgage must have originated from a regulated and authorized financial institution.

Principal describes the original cost of a security. It represents the amount of capital or money that the investor pays for the investment.

Repurchase Agreements are short-term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date at an agreed upon interest rate. Repurchase Agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the Repo. Repurchase Agreements must be collateralized.

Supranational is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

U.S. Treasury Issues are direct obligations of the United States Government. They are highly liquid and are considered the safest investment security. U.S. Treasury issues include:

1. **Treasury Bills** which are non-interest-bearing discount securities issued by the U.S. Treasury to finance the national debt. Bills are currently issued in one, three, six, and twelve month maturities.
2. **Treasury Notes** that have original maturities of one to ten years.
3. **Treasury Bonds** that have original maturities of greater than 10 years.

Yield to Maturity is the rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: January 16, 2024

SUBJECT: Approve the Supplemental Budget Transfer in the amount of nine hundred forty thousand, four hundred seventy-nine dollars and fifty-five cents (\$940,479.55) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out); no general fund impact; reviewed and approved by Auditor Controller. Four/Fifths roll call Vote.

Recommendation:

Approve the Supplemental Budget Transfer in the amount of nine hundred forty thousand, four hundred seventy-nine dollars and fifty-five cents (\$940,479.55) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out).

Background and Discussion:

The Local Assistance and Tribal Consistency Fund 0026 is unbudgeted. The following has been approved to be paid from this fund however, a budget must first be created to transfer these funds to the appropriate department to accomplish the approved decisions of the BOS. The approval of this supplemental budget request is to cover the following:

- \$300,000 for CLA (BOS approval 10/10/2023)
- Insurance 85/15 split (BOS approval 01/17/2023)
 - \$350,615.62 for 85/15 split FY23
 - \$139,863.93 for 85/15 split FY24 Q1
 - \$150,000 for 85/15 Split FY24 Q2 (estimated)

Action:

Approve the Supplemental Budget Transfer in the amount of nine hundred forty thousand, four hundred seventy-nine dollars and fifty-five cents (\$940,479.55) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out).

Fiscal Impact:

no general fund impact if approved

Attachments:

1. budget transfer CAO 20240116
2. 17938

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

The reason for this request is (check one): **Approval Required**

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

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) \$300,000 for CLA; \$350,615.62 for 85/15 split FY23; \$139,863.93 for 85/15 split FY24 Q1; \$150,000 for 85/15 Split FY24 Q2 (est.).

B) All have been approved by BOS-Just need to create budget in LATCF fund 0026 in order to pay for services and programs.

C) Services and Programs need to be paid this FY.

D) LATCF Fund 0026 is an unbudgeted fund.

Approved by Department Signing Authority: Debra Lucco

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: Markelha

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON OCTOBER 10, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel; **Absent:** Supervisor Ceresola

PLEDGE OF ALLEGIANCE

Supervisor Engel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

George T. - offered prayer

Zoom: Josh H. - asphalt plants, extreme logging, spotted owl

Zoom: Dan K. - read opening paragraph of Brown Act, alleged issues with closed session time

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Planning Director Tracey Ferguson - introduced Associate Planner Marco Valasquez

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No reports or updates.

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No reports or updates.

C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

No reports or updates.

D. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

No reports or updates.

E. PLUMAS COUNTY FIRE SAFE COUNCIL

No reports or updates.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. PLANNING

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing Application for, and Receipt of, Local Government Local Early Action Planning Grant Program (LEAP) Funds; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **[RESOLUTION No. 23-8859](#)** of the Board of Supervisors of the County of Plumas Authorizing Application for, and Receipt of, Local Government Local Early Action Planning Grant Program (LEAP) Funds. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. AGRICULTURE WEIGHTS & MEASURES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights Measures and Elk Grove Auto; effective 10/10/23; not to exceed \$51,489.48; (General Fund Impact) as approved in FY 23/24 budget and will be partially reimbursed by CDFA; approved as to form by County Counsel.

C. SOLID WASTE

- 1) Approve and authorize Chair to ratify and sign an amendment to agreement between Plumas County Department of Public Works and ABS Builders Inc. increasing compensation and adding Exhibit A(1); due to additional damage; effective August 25, 2023; not to exceed \$42,013.00; (No General Fund Impact); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$131,802 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/2024 to 12/31/2024; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No 23-8860**](#) authorizing the Sheriff's application, receipt and disbursement of grant funds in the amount of \$131,802 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/2024 to 12/31/2024. **Roll call vote**,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. AGRICULTURE WEIGHTS & MEASURES - Willo Vieira

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas approving the Plumas County Disaster Livestock Access Pass (AG PASS) Program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8861**](#) of the Board of Supervisors of the County of Plumas approving the Plumas County Disaster Livestock Access Pass (AG PASS) Program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. FAIRGROUNDS - John Steffanic

- 1) Approve and authorize Chair to ratify and sign the second amendment to license agreement between Plumas County fairgrounds and High Sierra Music Festival, Inc. adding future festival dates; effective October 3, 2023; (General Fund Impact) incoming revenue totaling approximately \$169,500.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign the second amendment to license agreement between Plumas County fairgrounds and High Sierra Music Festival, Inc. adding future festival dates; effective October 3, 2023; (General Fund Impact) incoming revenue totaling approximately \$169,500.00. **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. PUBLIC WORKS - John Mannie

- 1) **Presentation:** Clark, Sullivan Broward to provide a report and update on the New Jail and Day Reporting Center construction progress.
Presentation provided by CGL - Cameron Glass
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2023-2024 Plumas County position allocation for the Public Works Department, budget unit 20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8862**](#) to amend Fiscal Year 2023-2024 Plumas County position allocation for the Public Works Department, budget unit 20521. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) **Presentation:** 3 Year MHSA 2023-2026 spending plan; and Adopt **RESOLUTION** approving Behavioral Health Department's Mental Health Services Act (MHSA) Program and Expenditure Plan, 2023-2026, and authorize the Director of the Behavioral Health Department to Submit the Plan to the State and Signature Authority for Implementation of the Mental Health Services Act Program and Expenditure Plan, 2023-2026; (No General Fund Impact); discussion and possible action. **Roll call vote**
Motion: Adopt [**RESOLUTION No. 23-8863**](#) approving Behavioral Health Department's Mental Health Services Act (MHSA) Program and Expenditure Plan, 2023-2026, and authorize the Director of the Behavioral Health Department to Submit the Plan to the State and Signature Authority for Implementation of the Mental Health Services Act Program and Expenditure Plan, 2023-2026. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

F. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** to appoint Sharon McKay Interim County Librarian, effective October 10, 2023 and to continue until position is filled; (General Fund Impact) as approved in FY23/24 budget; discussion and possible action. **Roll call vote**
Motion: Adopt [**RESOLUTION No. 23-8864**](#) to appoint Sharon McKay Interim County Librarian, effective October 10, 2023 and to continue until position is filled. **Roll call vote , Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 2) Adopt **RESOLUTION** ratifying the Memorandum of Understandings between the County of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit; (General Fund Impact) approximately \$1,200,000.00; discussion and possible action. **Roll call vote**

Comments were provided by Chair Hagwood, Supervisor Engel, Sheriff Johns and Deb H.

Motion: Adopt [**RESOLUTION No. 23-8865**](#) ratifying the Memorandum of Understandings between the County of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No report by CAO Lucero.

B. Approve and authorize Chair to ratify and sign a second amendment to agreement between Plumas County and CliftonLarsonAllen (CLA) increasing compensation by an additional \$300,000.00 for continuing services concentrating on financial operations; effective September 13, 2023; not to exceed \$728,000.00; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign a second amendment to agreement between Plumas County and CliftonLarsonAllen (CLA) increasing compensation by an additional \$300,000.00 for continuing services concentrating on financial operations; effective September 13, 2023; not to exceed \$728,000.00. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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 November 7, 2023; discussion and possible action.**

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on November 7, 2023. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601 and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on December 5, 2023; discussion and possible action.**

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to

continue the emergency and bring back within 60 days, on December 5, 2023. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on December 5, 2023; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on December 5, 2023. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding Dame Shirley Plaza and Engel Mine.

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza.

Supervisor Engel received correspondence regarding Dame Shirley Plaza.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza.

E. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

No reports from Supervisors.

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 real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000. Debra Lucero, Negotiator; Negotiating parties: County of Plumas and Plumas District Hospital; Under Negotiation: price and terms of payment for the purchase, sale, exchange or lease.
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- I. Conference with Risk Manager: Quarterly Risk Control Program Status Report

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reports that there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, October 17, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Zachary Gately, Grant Manager
MEETING DATE: January 16, 2024
SUBJECT: Receive presentation from Grant Manager on the American Rescue Plan Act Fund 0021; discussion and possible action.

Recommendation:

Receive presentation from Grant Manager on the American Rescue Plan Act Fund 0021

Background and Discussion:

This presentation covers recent updates on the ARPA allocations.

Action:

NA

Fiscal Impact:

NA

Attachments:

1. ARPA jan 2024

Plumas County

American Rescue Plan Act:

Coronavirus State and Local

Fiscal Recovery Funds Program



Zachary Gately
Grant Manager
County Administrative Office
zacharygately@countyofplumas.com

1

Overview of Program

- The American Rescue Plan (ARPA) provided \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF).
- Plumas County received the ARPA Allocation from the US Treasury at the end of 2021 for a total of \$3,653,039.
- These funds are to be fully allocated by December 31, 2024, and use by December 31, 2026.



2

Budget: Adopted May 12, 2022

- **Human Resources: \$1,274,000**
 - COVID-19 Sick Time Reimbursement: \$200,000
 - Essential Worker Stipend: \$774,000
 - ARPA Grant Manager (2 years): \$300,000
- **Sheriff's Office: \$707,521**
 - Two New ADA Prisoner Transport Vans: \$235,950
 - New Computer System: \$471,571
- **Engineering: \$286,000**
 - Beckwourth Pump Repairs: \$33,000
 - Blairsden Bridge Project: \$253,000
- **Library: \$24,794**
 - Hotspots, ebooks and tutoring
- **Business/CBO Grants: \$540,000**



3

Budget: Progress of Obligated Funds*

- **Human Resources: \$1,274,000 \$106,000**
 - COVID-19 Sick Time Reimbursement: \$200,000
 - Essential Worker Stipend: \$774,000 **\$106,000**
 - ARPA Grant Manager (2 years): \$300,000
- **Sheriff's Office: \$707,521 \$0**
 - Two New ADA Prisoner Transport Vans: \$235,950
 - New Computer System: \$471,571
- **Engineering: \$286,000 \$0**
 - Beckwourth Pump Repairs: \$33,000
 - Blairsden Bridge Project: \$253,000
- **Library: \$24,794 \$0**
 - Hotspots, Ebooks and tutoring (March 21, 2023)
- **Business/CBO Grants: \$540,000 \$0**



- **Broadband: \$400,000 \$375,000**
 - Plumas County Broadband Study: \$25,000
- **County IT: \$300,000 \$0**
 - Cybersecurity: \$182,000
 - Software: \$58,100
 - Hardware: \$59,900
- **Facilities Services: \$70,765 \$0**
 - COVID-19 Janitorial Services: \$64,765
 - Portable Air Scrubbers: \$6,000
- **County Administrative Office: \$49,959 \$0**
 - TOT Audit Services: \$9,959
 - California Health Collaborative ARPA Management: \$40,000

Total available unallocated funds:

*Obligated means funds have a specific cost though funds may not have been spent yet

4

Human Resources: \$1,274,000

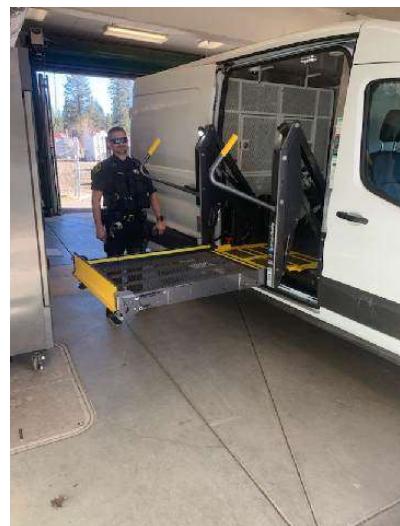
- **Human Resources: \$1,274,000**
 - **COVID-19 Sick Time Reimbursement: \$200,000**
 - Reimbursed employees out on sick leave during the COVID-19 Pandemic during part of 21/22
 - **Essential Worker Stipend: \$774,000**
 - Provided two stipends payouts to permanent employees
 - \$1,500 – Total \$447,000
 - \$1,000 – Total \$221,000
 - Remaining \$106,000
 - **ARPA Grant Manager (2 years): \$300,000**
 - Approx. \$125,000 has been used through Dec 31, 2023



5

Sheriff's Office: \$707,521

- **Sheriff's Office: \$707,521**
 - **Two New ADA Prisoner Transport Vans (2): \$235,950**
 - Received and working well
 - Cost was \$6000 over budget however the Sheriff's Office was able to cover the difference.
 - **New Computer System: \$471,571**
 - The project is currently underway
 - 25% has been paid to the company as work has started and this is inline with the pay schedule of the contract.



6

Engineering: \$286,000

- **Engineering: \$286,000**
 - **Beckwourth Pump Repairs: \$33,000**
 - Due to increase of wipes and other non-flush-ables, as well as the storms of winter/spring 2023, this project went over budget. Additional costs were covered by LATCF funds to complete these repairs.
 - **Blairsden Bridge Project: \$253,000**
 - Currently the project is underway with work beginning this year. ARPA is covering the cost of water and sewer line conduits on the bridge.



7

Library: \$24,794

- **Library: \$24,794**
 - Spread across hotspots, ebooks and tutoring
 - On March 21, 2023, the Library Director asked to split the remaining tutoring funds to hotspots and ebooks as the State of California paid for the tutoring program after this budget was finalized



8

Business/CBO Grants: \$540,000

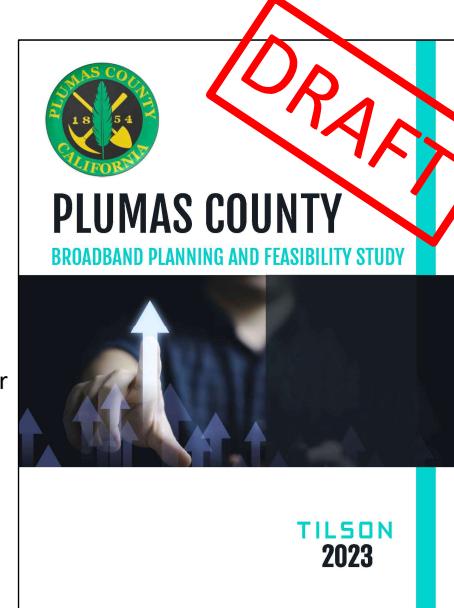
- **ARPA Community Grant Program**
 - Open to for profit and non-profit
 - Total of 105 applicants with 55 recipients
 - District 1: 6
 - District 2: 11
 - District 3: 7
 - District 4: 26
 - District 5: 5
 - A few are still processing due to a number of different factors: county staff capacity and awardee responsiveness
 - Fully prescribed and all \$540,000 went directly to businesses



9

Broadband: \$400,000

- **Plumas County Broadband Study**
 - \$125,000 total cost, Plumas matched \$25,000
 - 26 other Counties in California participated
 - Meant to be a resource document
- **Local Agency Technical Assistance (LATA)**
 - Provides Funding that will result in low-level, construction ready network design for identified project areas
 - Done operations in Dec '23 were conducted under this program
- **Federal Fund Account Last Mile**
 - Golden State Connect Authority has applied, not awarded
 - If awarded, approx. 40 miles of open access, last mile, municipal fiber broadband network.



10

Facilities Services: \$70,765

- **Facilities Services: \$70,765**
- **COVID-19 Janitorial Services: \$64,765**
 - Paid for extra Janitorial Services during COVID-19 Pandemic
- **Portable Air Scrubbers: \$6,000**
 - Purchased five (5) portable air scrubbers to be used in county offices as needed when there is a need (i.e., smoke, illness, etc.)
 - Purchased model already in use at Plumas County for convenience of maintenance



11

County IT: \$300,000

- **County IT: \$300,000**
 - **Cybersecurity: \$182,000**
 - Used for part of the cyber attack
 - Used in training of staff
 - Used in programs for aiding cybersecurity
 - **Software: \$58,100**
 - CivicClerk and other back-end improvements
 - **Hardware: \$59,900**
 - DROC Conferencing system
 - BOS meeting room improvements

**in lieu of picture, we can look at what is allowing this meeting to happen virtually such as microphones and camera*



12

County Administrative Office: \$49,959

- **County Administrative Office: \$49,959**
 - TOT Audit Services: \$9,959
 - ARPA paid for the annual services of Granicus to assist in TOT
 - **California Health Collaborative ARPA Management: \$40,000**
 - DeAnne Blankenship assisted Plumas County at the beginning of this process before the hand-off to the Grant Manager



13

Budget: Progress of Allocated Funds*

- **Human Resources: \$1,274,000 \$106,000**
 - COVID-19 Sick Time Reimbursement: \$200,000
 - Essential Worker Stipend: \$774,000 **\$106,000**
 - ARPA Grant Manager (2 years): \$300,000
- **Sheriff's Office: \$707,521 \$0**
 - Two New ADA Prisoner Transport Vans: \$235,950
 - New Computer System: \$471,571
- **Engineering: \$286,000 \$0**
 - Beckwourth Pump Repairs: \$33,000
 - Blairsden Bridge Project: \$253,000
- **Library: \$24,794 \$0**
 - Hotspots, Ebooks and tutoring (March 21, 2023)
- **Business/CBO Grants: \$540,000 \$0**
- **Broadband: \$400,000 \$375,000**
 - Plumas County Broadband Study: \$25,000
- **County IT: \$300,000 \$0**
 - Cybersecurity: \$182,000
 - Software: \$58,100
 - Hardware: \$59,900
- **Facilities Services: \$70,765 \$0**
 - COVID-19 Janitorial Services: \$64,765
 - Portable Air Scrubbers: \$6,000
- **County Administrative Office: \$49,959 \$0**
 - TOT Audit Services: \$9,959
 - California Health Collaborative ARPA Management: \$40,000

Total available unallocated funds: **\$481,000**

*Allocated means funds have a specific cost though funds may not have been spent yet



14

Next steps

- **Reporting**

- The annual reporting period closes March 31, 2024, and final report due April 30, 2024.
- A presentation will be given to the BOS after the final report is submitted.
- Discussion around unobligated funds will be initiated at the presentation.



Thank you!

- Big thank you to the departments that received funds: Human Resources, Sheriff's Office, Engineering/Public Works, Library, Facility Services, and IT.
- Also thank you to the offices of County Counsel, Auditor-Controller, Treasurer/Tax Collector, and Assessor for assistance throughout the process.
- And to you, the BOS, thank you for your direction on the program.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: January 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Administrative Officer and MRG, (Municipal Resources Group) LLC; effective January 16, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and MRG, (Municipal Resources Group) LLC; effective January 16, 2024; not to exceed \$250,000; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

In November, Plumas County's HR Director was put on administrative leave as a result of criminal charges filed by District Attorney David Hollister for alleged violations during the course of her regular work. Shortly thereafter, the second in command in HR went out on leave for personal reasons and a third person of the five-person staff turned in her resignation. We have since hired for the person who resigned and training is occurring for that position. A fourth employee has taken a position in another department but will train his replacement prior to working full-time in the other department. The fifth is one of the newer hires who is still being trained but has also expressed wanting to leave the department. In short, our HR Department went from being fully staffed to being decimated. MRG (Municipal Resource Group, LLC, is a centralized resource for all Human Resources, staff development and organizational needs.

Specific needs in HR include:

- Employee discipline
- Job Classification reviews
- Recruitments
- Oversight of health insurance plans, 457 plans, CalPERS, investigations
- Annual Personnel Budget preparation and projected expenses
- Labor Law Updates
- Coordinating new hire employee background investigations per IRS Publication 1075
- Assist with the coordination of transitioning to the new HCM Munis Payroll system

MRG will also provide support to the organization to develop and facilitate a multi-year strategic planning process to collaboratively define and align organizational goals, priorities and actions.

Action:

Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and MRG, (Municipal Resources Group) LLC; effective January 16, 2024; not to exceed \$250,000; (General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact

Attachments:

1. MRG Contract for HR Services _Strategic Planning 24-010 FINAL

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 **County Administrative Office** (hereinafter referred to as "County"), and Municipal Resources Group, LLC (hereinafter referred to as "Contractor" or "MRG").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000).
3. **Term.** The term of this agreement shall be from January 16, 2024 through June 30, 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. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

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

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

_____ COUNTY INITIALS _____ - 2 - CONTRACTOR INITIALS _____

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

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

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

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

_____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS _____

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

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

_____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS _____

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 Administrative Office
County of Plumas
520 Main St., Room 309
Quincy, CA, 95971
Attention: Debra Lucero

Contractor:

Municipal Resources Group, LLC
PO Box 561
Wilton, CA 95693
Attention: Mary Egan

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

_____ COUNTY INITIALS

- 5 - CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS _____

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

CONTRACTOR:

Municipal Resources Group, LLC

By: _____

Name: Mary Egan

Title: Member/Manager/Managing Partner

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Sara James

Deputy County Counsel II

_____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Human Resource Support Services

MRG will provide Human Resources support and services as needed for the County. The following list illustrates the types of services to be included in the arrangement:

- Organizational Strategy
 - Review and develop effective workforce and succession strategies.
 - Provide recommendations and strategies on best practices for development of revised and/or new processes, programs, and practices on HR matters.
 - Conduct review and implement organizational change initiatives.
 - Develop programs for effective employee engagement strategies.
 - Review existing employee performance management processes and offer recommendations.
- Recruitment, Testing and Selection
 - Conduct job and needs analysis, identify and document essential job functions and duties for each job classification, analyzing data and develop new, compliant job descriptions and related application materials, if necessary.
 - Executive Search for key positions that merit this focus.
 - Review current testing processes, recommend new developments and administration.
- Training and Development
 - Develop training programs. MRG would work with County Staff to determine the training or trainings that would best suit the needs of the County.
 - Coach individual employees or groups.
 - Develop programs for effective Leadership strategies.
- Technology and Systems Implementation
 - Provide guidance and recommendations to County Staff on HR Module of ERP, as needed.
 - Conduct review of current Digitization processes and offer recommendations to revise or implement new processes.
- MRG will also provide support to the organization to develop and facilitate a multi-year strategic planning process to collaboratively define and align organizational goals, priorities and actions."

EXHIBIT B

Fee Schedule

FEES

MRG uses a variety of processes to ensure effective project communications and project management. If preferred by the client, MRG will conduct regular project meetings, in person or via conference/video call, and/or distribute a regular project report. MRG works cooperatively with the leadership and other stakeholders to incorporate the values, vision, and mission of the greater organization.

The HR On Demand Services will be invoiced on a monthly basis. MRG will invoice at the rate of \$250 an hour for HR Services as described below.

MRG may incur minor costs and expenses in performing consulting services. Reimbursable expenses include but are not limited to; mileage reimbursement at the current IRS rate per mile, postage, document production costs, transcripts, parking, tolls, and travel accommodations (such as hotel and airfare) as needed, and electronic files (zip drive) as needed. All costs and expenses will be charged at MRG's cost. The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee.

Professional Services, Coaching and Development, and Custom Training.

	<i>Rate</i>
Human Resources Professional Services/HR On Demand Services	\$250/hour
Coaching, Professional Development	\$250/hour
Mary Egan, Principal Consultant Professional Services	\$300/hour
Custom Training	quoted
Investigative Services	\$325/hour
Technical Support	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

MRG will be available within 24 hours of a request. Timelines are dependent on projects and will be determined at the time of scoping.

_____ COUNTY INITIALS

- 9 - CONTRACTOR INITIALS _____



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: 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 February 13, 2024; discussion and possible action.

Recommendation:

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 December 5, 2023; discussion and possible action.

Background and Discussion:

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 December 5, 2023; discussion and possible action.

Action:

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 December 5, 2023; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 8609

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

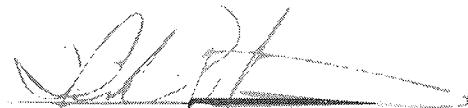
NOES: None

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 (CAIMT4) 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 addresses and managed; and

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

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

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

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

WHEREAS, the Health Officer hereby finds that:

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

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

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

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

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

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

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

7/26/21
Date



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



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY
2. REEA42~1

RESOLUTION NO. 21-3601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES
IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

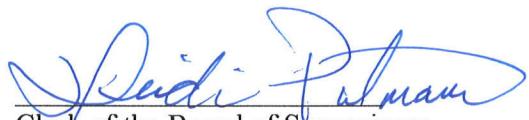
The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

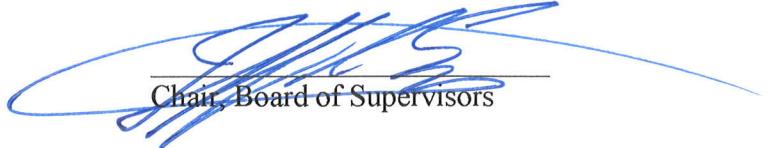
ABSENT: None

ATTEST:



Didi Patman

Clerk of the Board of Supervisors



Chair, Board of Supervisors



PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring it back within 60 days, on March 12, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. RE4BC8~1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR
PROCLAIM A STATE OF EMERGENCY
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None

ABSENT: None

Dwight Ceresola
Dwig Ceresola, Chair
Plumas County Board of Supervisors

ATTEST



Heidi White
Clerk of the Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Appoint Jeff Glick to the Plumas Eureka Community Services District, as recommended; discussion and possible action.

Recommendation:

Appoint Jeff Glick to the Plumas Eureka Community Services District, as recommended; discussion and possible action.

Background and Discussion:

Action:

Appoint Jeff Glick to the Plumas Eureka Community Services District, as recommended; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Glick, Jeff appt. ltr PECSD

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTRICT 5



January 16, 2024

Jeff Glick
43 Ponderosa Drive
Graeagle, CA 96103

Re: Appointment to the Plumas Eureka Community Services District Board of Directors

Mr. Jeff Glick,

On January 16, 2024, the Board of Supervisors appointed you to the Plumas Eureka Community Services District Board of Directors.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 16, 2024

SUBJECT: Communication; Cure and Correct Potential Brown Act Violation, Serial Meeting - Four emails on January 10, 2024 between District Attorney, Chief Administrative Officer, and the entire Board of Supervisors - reproduced and attached; possible discussion.

Recommendation:

Cure and Correct Potential Brown Act Violation, Serial Meeting - Four emails on January 10, 2024 between District Attorney, Chief Administrative Officer, and the entire Board of Supervisors - reproduced and attached; possible discussion.

Background and Discussion:

Cure and Correct Potential Brown Act Violation, Serial Meeting - Four emails on January 10, 2024 between District Attorney, Chief Administrative Officer, and the entire Board of Supervisors - reproduced and attached; possible discussion.

Action:

Cure and Correct Potential Brown Act Violation, Serial Meeting - Four emails on January 10, 2024 between District Attorney, Chief Administrative Officer, and the entire Board of Supervisors - reproduced and attached; possible discussion.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Email Attachments DA-CAO
2. Email #1
3. Email #2
4. Email #3
5. Email #4

Concerns re Criminal Investigation or Prosecution



Hollister, David
To: Tweedle, Cyndi; Mizrahi, Joshua; Wilson, Diane; Shaver, Karen
Cc: Brechtel, Josh

① This is the most recent version, but you made changes to another copy. Click here to see the other versions.
You forwarded this message on 1/9/2024 3:47 PM.

11 of 12 pages | 2023-07-18

Page 1/9/2024 3:47 PM

9 January 2024

Staff of the Plumas County Human Resources Department
1446 East Main Street
Quincy, California 95971

Re: *People v. Nancy Selvage*
Concerns about Related Investigations

Dear Members of the Human Resources Department:

Today, it was passed on to me you and/or your co-worker(s) may have a concern working in the Human Resources Department might subject you to some type of criminal investigation or prosecution stemming from criminal charges against Nancy Selvage.

I wish to assure you this suggestion is an absolutely false rumor. There has been **nothing** we have discovered during our investigation of Ms. Selvage's May 24, 2022 BOS agenda item, or that was present in the 2022-23 Grand Jury report or anywhere else, indicating anyone in the HR Department, other than Ms. Selvage, has done anything wrong, much less committed a crime.

We have endeavored not to interview HR staff in order to not disrupt your workplace or cause any greater stress than that which might be present with the HR Director being charged with crimes.

Again, and in no uncertain terms, we have **not** been presented or discovered any evidence suggesting any other person in HR has done anything wrong. Aside from the HR Director, **nobody** in HR has been considered to be, is, or will be subject to being a target in any type of criminal investigation related to the actions of Ms. Selvage.

I would urge you to consider any source spreading such a false rumor is not only passing along inaccurate information but is needlessly disrupting you and your workplace.

All folders are up-to-date. Connected to Microsoft Exchange.

Should you have any questions, concerns or information you wish to share, please do not hesitate to contact me directly.

Thank you for your service to Plumas County.

Respectfully yours,
DAVID HOLLISTER
District Attorney



David Hollister
DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

COUNTY ADMINISTRATIVE OFFICER**DEFINITION**

Under policy direction, plans, organizes, and provides administrative direction and oversight for all County functions and activities; provides policy guidance and program evaluation to the Board of Supervisors and management staff; encourages and facilitates provision of services to County residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required. Exhibit A, attached Resolution, provides specific outline of the County Administrative Officer (CAO) responsibilities.

The County Administrative Officer (CAO) receives administrative and general policy direction from the Board of Supervisors. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. The primary function of the CAO is to oversee the preparation, adoption, and administration of the county budget. This position works closely with the elected offices of auditor-controller, treasurer, tax collector and assessor to coordinate the efforts of those finance-related offices in the preparation and administration of the county budget. The CAO provides the Board of Supervisors with objective analyses of issues. Through the coordination of departmental activities, the CAO works to resolve differences among departments and ensure the county government operates harmoniously. The position shall also be vested with the authority and titles of County Budgetary Officer, County Safety Officer, and County Purchasing Agent.

DISTINGUISHING CHARACTERISTICS

The CAO, appointed by the Board of Supervisors, is accountable to the Board of Supervisors and responsible for enforcement of all County codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the County's operations. The CAO is accountable for establishing and accomplishing County goals and objectives, and developing general policy guidelines.

CLASSIFICATIONS DIRECTLY SUPERVISED

Administrative Assistant, and other support staff as needed

COUNTY ADMINISTRATIVE OFFICER - 2

EXAMPLES OF DUTIES

- The CAO shall supervise for the Board and administer all county offices, departments and entities over which the Board has responsibility and control through its power of appointment.
- The CAO shall be responsible to the Board for the coordination of the work of all elective and appointive county offices, departments, and institutions in areas which are the concern and responsibility of the Board. The County Administrator may make such studies and investigations which he or she believes are necessary or desirable and shall make any study or investigation the Board requests.
- Provide recommendations to the Board which he or she believes will result in greater efficiency and economy in the administration of County affairs. To enable the County Administrator to carry out such responsibilities, he or she may require reports from any office, department head, or other entity.
- Unless otherwise prescribed by statute, ordinance or resolution, the CAO shall make recommendations for appointed department heads. The CAO will consult with the Board, in closed session, prior to dismissing or demoting an appointed department head.
- The CAO shall recommend an annual County budget. In concert with the County Auditor, he or she shall review department budget request and shall enter recommendations for each departmental budget along with the requests. After the CAO has submitted the recommended budget to the Board, the Board shall review the recommendations and department requests and make any changes believed to be advisable, and adopt the preliminary budget in the manner provided by law.
- After the final County budget has been adopted by the Board, the CAO shall administer the budget and exercise continuous budgetary control. In concert with the County Auditor, he or she shall review all requests for appropriation transfers, and make recommendations to the Board for approval or disapproval.
- The CAO shall supervise expenditure of all elective and appointive offices, departments, and institutions. The County administrator may recommend to the Board the establishment of a budgetary allotment system and such other expenditure controls which he or she believes to be necessary or desirable.
- Recommend to the Board new positions, allocations of staffing and organizational structure for departments, and authorize emergency transfers or assignment of personnel. The CAO shall attend the meetings of the Board and may participate in the discussion of any matter but shall have no vote.
- The CAO shall represent the Board in the County's intergovernmental relationship in accordance with Board policies and instructions. When directed, the County Administrator shall represent the Board in dealing with individual or groups concern with County affairs.

COUNTY ADMINISTRATIVE OFFICER - 3

EXAMPLES OF DUTIES – Continued

- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Supervisors and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the County government.
- Assist with the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings; assists in the selection of department heads to the Board.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- The CAO shall be included in the on-the-job performance of each appointed department head at least once annually, with the Board.
- The CAO shall be responsible for the labor relations program for the county.
- The CAO shall coordinate the planning for the design and construction of physical facilities and the assignment of space required for County services. He or she shall prepare, and keep current, a capital improvement plan, including recommended methods for financing for adoption by the Board.
- Shall be responsible for the purchasing program for the County and is designated its purchasing agent.
- Authority, but not responsibility, for the duties assigned to the CAO may be delegated. Delegation will be in writing with limitations and copied to the Board.
- When an absence from the County is for more than thirty days, or, for disciplinary or investigative reasons, the Board will appoint an acting County Administrator which may or may not be an appointed department head.

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.

COUNTY ADMINISTRATIVE OFFICER - 4

TYPICAL WORKING CONDITIONS

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and stoop or kneel. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from the computer system.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation.
- Principles, practices, and procedures of public administration in a County government setting.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board of Supervisors.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, methods, and procedures of County government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as related to County government administration.
- Current social, political, and economic trends affecting County government and service provision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Record-keeping principles and procedures.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the County in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Last Revised: 4/2018

COUNTY ADMINISTRATIVE OFFICER - 5

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board of Supervisors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Assist in the administrative activities of County offices and departments in such matters that are the concern and responsibility of the Board of Supervisors.
- Direct the analysis and evaluation of annual budget requests of all County departments.
- Direct the preparation of the budget recommendations to the Board of Supervisors.
- Direct the continuous review of County expenditures through the fiscal year, develops fiscal and organizational plans for the Board of Supervisors.
- Attend meeting of the Board of Supervisors and makes recommendations on administrative and budgetary matters.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various businesses, professional, educational, regulatory, and legislative organizations, and the media.
- Serve effectively as the administrative agent of the Board of Supervisors.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Perform complex mathematical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

COUNTY ADMINISTRATIVE OFFICER - 6

Last Revised: 4/2018

Training and Experience:

Qualifications needed for this position:

Equivalent to graduation from a four-year college or university with major coursework in public or business administration, political science, public policy, finance, or a related field and five (5) years executive-level experience in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation of programs and services for an organization. An equivalent to a Master's Degree in Public or Business Administration is highly desired.

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

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

RESOLUTION NO. 2022 - 8684

**ADOPT RESOLUTION DECLARING THE SCOPE OF AUTHORITY OF THE
COUNTY ADMINISTRATIVE OFFICER**

WHEREAS, the Board of Supervisors finds and determines as follows:

- A. Ordinance No. 92-794 established an Administrative Office for Plumas County, and provided that the scope of authority of the office be prescribed by resolution; and,
- B. An ordinance to revise Plumas County Code section 2-4.602 ("County Administrative Officer") is being first read on April 12, 2022, (hereinafter "the revised ordinance); and
- C. This resolution repeals any prior resolution on this subject, and revised the duties of the County Administrative Officer to conform to the revised ordinance.
- D. Base wage for CAO set by this resolution is \$75.00 per hour.

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

1. Powers of the Office Exercised by CAO.

The powers of the County Administrative Office are to be exercised by the County Administrative Officer (hereinafter "CAO") to the fullest extent under the law. The powers of the office and officer are co-extensive. The CAO may delegate any powers to subordinates of the office, or to such other County officials as may be lawful and appropriate.

In general, the CAO shall advise, assist, act as the agent for and be responsible to the Board of Supervisors for the proper and efficient administration of the affairs of the County placed in his or her charge by the Board; and he or she shall enforce ordinances, orders, policies, or regulations as directed by the Board of Supervisors.

2. Administrative Officer.

As the Administrative Officer, the CAO shall: AS REGARDS THE BOARD

- (a) Undertake studies and investigations related to matters of policy development and administration and other items requested by the Board of Supervisors.
- (b) Communicate, correspond, and act on behalf of the Board as requested, or, in urgent situations, as required, subject to ratification.
- (c) Attend Board meetings and assist the Board
- (d) Develop of the Board's agenda, as directed by the policy of the Board, with assistance from the Clerk of the Board.
- (e) Review and recommend to the Board proposed grants, contracts, and renewals.

- (f) Recommend to the Board new positions, allocations of staffing and organizational structure for departments, and authorize emergency transfers or assignment of personnel.
- (g) Approve interdepartmental transfers of fixed assets.
- (h) Monitor the inventory and management of the County real property, and review and recommend leases.
- (i) Manage day to day decisions on County buildings and convene Space Needs Committee as needed.
- (j) Manage long-term building and space planning in conjunction with the Capital Improvements Committee.

AS REGARDS COORDINATION OF ISSUES

- (k) Monitor legislative affairs to protect the County's interests.
- (l) Convene County committees and work groups as appropriate.

AS REGARDS DEPARTMENTS

- (m) Monitor department performance and make recommendations to the Board of Supervisors concerning the evaluation of appointed department heads to insure proper identification of managerial performance.
- (n) Contact department heads in advance when their departments' affairs are specially affected by prospective Board agenda items.

AS REGARDS LABOR RELATIONS

- (o) Provide technical and policy support necessary for effective labor relations and collective bargaining.

3. Budgetary Officer.

As Budgetary Officer, the CAO shall:

- (a) Prepare and recommend the annual budget based on data compilation by County Auditor.
- (b) Exercise budgetary control and report periodically on budget issues and fiscal conditions.
- (c) Administer budget transfers as delegated by the Board.
- (d) Prepare multi-year forecasts of revenues/expenditure, and long-range fiscal strategy.
- (e) Work with Debt Advisory Committee to monitor debt financing and make recommendations on debt issuance.
- (f) Prepare capital improvement budgets

4. County Purchasing Agent.

As County Purchasing Agent, the CAO shall:

- (a) Oversee the purchase of fungible supplies.
- (b) Conduct or coordinate purchasing of fixed assets and vehicles as authorized by the Board.
- (c) Monitor compliance with federal and state laws.
- (d) Approve contracts on behalf of the Board, up to an amount of dollars specified by the Board.

5. Interpretation of this Resolution; Other Duties.

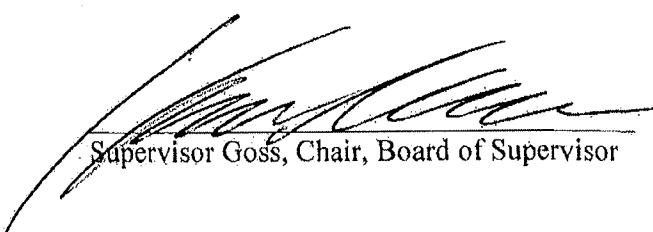
This Resolution shall be interpreted so as to conform to current and applicable federal and state law. This Resolution is not an exclusive list of duties. Other duties may be directed from time to time by Board minute order, and duties assigned in the past by minute order shall remain in effect unless they conflict with this Resolution.

The foregoing Resolution was adopted on April 12, 2022, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES: Supervisors: Thrall, Hagwood, Ceresola, Engel, Goss

NOES: Supervisors: None

ABSENT: Supervisors: None



Supervisor Goss, Chair, Board of Supervisor



Clerk of the Board of Supervisors

Plumas Superior Court

1 DAVID HOLLISTER
2 DISTRICT ATTORNEY
3 SBN 162450
4 County of Plumas
5 520 Main St.
6 Quincy, CA 95971
(530) 283-6303

NOV 16 2023
DEBORAH NORRIE,
Clerk of the Court
By C. LaCroix,
Deputy Clerk

7
8
9 Attorneys for Plaintiff

10
11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE PLUMAS

13 The People of the State of California

14 Plaintiff,

15 VS.

16 NANCY LOUISE SELVAGE 01/26/1955

17
18 Defendant(s).

19 CASE No. F23-00 547

20 CRIMINAL COMPLAINT

21 FOR ARREST WARRANT

22 The District Attorney of Plumas County, California hereby accuses the above
23 named defendant(s) of the following criminal offenses occurring in the County of
24 Plumas, State of California.

25 COUNT I

26 GC1090: Conflict Of Interest - Felony (16-2-3 State Prison)

27 On or about May 17, 2022 through May 24, 2022, **Nancy Louise Selvage** did
28 knowingly and willfully, while Human Resources Director of Plumas County, California,
become financially interested, participate and negotiate in a contract, to wit: an
employment agreement between the defendant, **Nancy Louise Selvage**, and by a body

1 and board, to wit: the County of Plumas, California, of which the defendant was a
2 member and employee, in violation of GOVERNMENT CODE SECTION 1090.
3
4

5 COUNT II

6 **PC532(a): Obtaining Money, Labor Or Property By False Pretenses - Felony (16-2-
7 3 County Jail)**

8 On or about May 24, 2022, **Nancy Louise Selvage** did unlawfully, knowingly,
9 designedly and fraudulently, by false and fraudulent representation and pretense,
10 defraud another, to wit: the County of Plumas, California, of money, to wit: \$51,436 from
11 May 24, 2022 to November 1, 2023 and continuing, in violation of PENAL CODE
12 SECTION 532(a).
13
14

15 COUNT III

16 **PC134: Preparing False Documentary Evidence - Felony (16-2-3 County Jail)**

17 On or about May 24, 2022, Nancy Louise Selvage did unlawfully prepare a false
18 and ante-dated book, paper, record, instrument in writing, and other matter and thing,
19 with intent to produce it, and to allow it to be produced for a fraudulent and deceitful
20 purpose, as genuine and true, upon a trial, proceeding, and inquiry whatever,
21 authorized by law, in violation of PENAL CODE SECTION 134.
22
23

24 PROBABLE CAUSE STATEMENT

25 Further, attached and incorporated by reference is a statement of probable cause
26 and related crime reports which the plaintiff believes establishes probable cause for the
27 pretrial restraint of defendant NANCY LOUISE SELVAGE, for the above-listed crimes.
28

STATE PRISON ELIGIBLE

It is further alleged pursuant to Penal Code section 1170(h)(3) and 1170(f) that an executed sentence for a felony shall be served in state prison as Count 1 is excluded from Penal Code section 1170(h).

Pursuant to Penal Code section 1170(f), this allegation is not subject to dismissal pursuant to section 1385.

The fact making the defendant eligible for state prison is Count 1 is excluded from Penal Code section 1170(h).

NOTICES

NOTICE: Conviction of Count 1 disqualifies the above-named defendant from holding any office in the state of California pursuant to Government Code section 1097.

NOTICE: Upon presentation of an affidavit indicating a board member or employee has violated Government Code section 1090, the agency may withhold payment of funds under the contract pending adjudication of the violation pursuant to Government Code section 1096.

NOTICE: If a public employee is convicted of a felony for conduct arising in the performance of her official duties or in connection with obtaining salary, she shall forfeit all accrued rights and benefits from the earliest date of the commission of said felony in any public retirement system and shall not accrue further benefits in that public retirement system pursuant to Government Code section 7522.72.

1 NOTICE: Conviction of any of the above felony counts requires relinquishment of
2 firearms, ammunition and ammunition feeding devices.
3
4

5 An investigation has been conducted to determine if said defendant(s) did
6 commit the stated crime(s). Reports of the investigation and a statement of probable
7 cause, attached hereto and incorporated by reference, show probable cause that
8 defendant(s) did commit the crime.
9

10 On this November 16, 2023, in the County of Plumas, I certify and declare under
11 penalty of perjury that the foregoing is true and correct.
12
13

14 
15 DAVID HOLLISTER
16 District Attorney

17 
18 Brian Hagen
19 Assistant District Attorney
20
21
22

23 Pursuant to Penal Code Section 1054.5(b), the People are hereby informally
24 requesting that defendant(s) and his or her attorney provide to the People the discovery
25 required by Penal Code Section 1054.3. This is a continuing request pursuant to the
26 provisions of Penal Code Section 1054.7.
27
28

At the request of the District Attorney, I, upon review of the reports attached and incorporated herein by reference, find sufficient probable cause for a warrant of arrest to be issued pursuant to Penal Code Section 813 or 1427 for the following defendant(s):

NANCY LOUISE SELVAGE

I am also authorizing authority to the District Attorney and Plumas County Correctional Facility, upon the surrender of defendant NANCY LOUISE SELVAGE, to release defendant NANCY LOUISE SELVAGE on her own recognizance and provide a citation for defendant NANCY LOUISE SELVAGE to appear in Department One of the Plumas County Superior Court on Friday, December 1, 2023 at 11:00 a.m.

Dated: 11/16/2023

Janet A. Hilde

STATEMENT OF PROBABLE CAUSE

On May 17, 2022, **Nancy Louise Selvage** met with the Plumas County Board of Supervisors, in closed session, to address an agenda item titled “Conference with Labor Negotiator regarding employee negotiations:... Appointed Department Heads.” While serving as the Labor Negotiator, **Nancy Louise Selvage** presented written information supporting a recommendation for pay raises for appointed department heads, including herself, with the supervisors and then collected the same documents from the supervisors at the conclusion of her presentation.

During a Plumas County Board of Supervisors meeting on May 24, 2022, and at a time when Plumas County positions of Auditor and County Administrative Officer were vacant, Human Resources Director **Nancy Louise Selvage** recommended to the Plumas County Board of Supervisors a number of pay raises for appointed department heads – the greatest of which was a 43% (\$51,436 increase from May 24, 2022 to November 1, 2023) raise for herself. In obtaining this raise, **Nancy Louise Selvage** used her position as Human Resources Director to negotiate and recommend an employment contract on behalf of Plumas County which benefitted herself directly.

In her supporting materials and presentation at the May 24, 2022 Plumas County Board of Supervisors meeting, **Nancy Louise Selvage** falsely stated her recommendations were based on a comparison of ten comparable counties. Instead, the increases were arbitrarily selected. Another supporting document included an eight county comparison omitting the two counties paying their HR Directors the least. In actuality, recommended raises reflected neither the average of the ten or eight

1 comparison counties. All of the Plumas County Supervisors relied on the false
2 statement of **Nancy Louise Selvage** concerning the use of a ten county comparison in
3 unanimously approving the pay raises she proposed and recommended for the
4 appointed department heads.
5

6 On May 24, 2022, **Nancy Louise Selvage**, while presenting a recommendation
7 to the Plumas County Board of Supervisors in her capacity as Human Resources
8 Director, did falsely state the salary increases could be absorbed by each departments'
9 existing budget when such was not the case and when **Nancy Louise Selvage** knew,
10 on May 17, 2022, the appointed department head pay raises would result in an increase
11 of \$482,969.93 to the Plumas County budget.
12

13 On May 24, 2022, and inconsistent with past practices, Human Resources
14 Director **Nancy Louise Selvage**, did provide recommendations for pay raises for
15 appointed department heads, including herself, without providing the current and
16 projected salaries, thereby concealing from the Board of Supervisors and public the
17 actual salary increases and impact to the Plumas County budget.
18

19 During the morning hours of May 24, 2022, **Nancy Louise Selvage** provided
20 supporting materials and a proposed resolution for the Plumas County Board of
21 Supervisors agenda item requesting and recommending pay raises for appointed
22 department heads, including herself, to the Clerk of the Board of Supervisors for
23 inclusion in the meeting to be heard later that morning. Included in the materials was a
24 "board letter," antedated May 17, 2022, outlining and supporting her request while
25 providing a recommendation for approval.
26
27

1 Said "board letter," while dated and created on May 17, 2022, was actually
2 written, with content added, between May 20, 2022 and May 23, 2022 and printed on
3 May 23, 2022.
4

5 Nancy Louise Selvage, in antedating her "board letter," intended to conceal the
6 fact her "board letter" and accompanying supporting documents were not submitted on
7 May 17, 2022 but, rather, were submitted on May 24, 2022 contrary to Plumas County
8 Board of Supervisors policy and California law.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Hiskey, Allen

From: Hollister, David
Sent: Wednesday, January 10, 2024 11:14 AM
To: Hagwood, Greg; Ceresola, Dwight; Goss, Kevin; Engel, Jeff; McGowan, Tom
Cc: Lucero, Debra; Brechtel, Josh
Subject: Supporting the HR Department
Attachments: Email to HR Staff 9 Jan 2024.docx

I am hoping you can each help correct an unfortunate situation. As I am sending this to each Supervisor, should you have questions my hope is you will not “reply to all” so as to avoid a Brown Act violation.

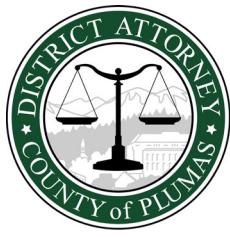
I have received complaints from a number of people alleging there are one or more county employees falsely suggesting to employees in the HR department they may be subject to investigation and/or prosecution by the DA’s office based on the current prosecution of the HR Director. Such rumors are false, malicious and are detrimentally impacting HR employees. Simply put, this is not the case and has never been the case. I will withhold my speculation as to why someone would choose to spread such misinformation. It is clear, however, to some extent this misinformation has been believed and is detrimentally impacting employees in HR and their performance in support of other county departments.

Upon hearing of these horrible lies, I sent the attached email (screenshot) to each HR employee reassuring each they have done nothing wrong, are not the subject of any investigation related to the actions by the HR Director and that we appreciate their service.

Each employee, especially those in leadership positions, has a duty to the citizens we serve and not any individual agenda. Taking a role in correcting, and not spreading, this type of misinformation makes for a healthier and more effective county government.

Thank you, in advance, in assisting with this issue and helping support Plumas County employees in their mission to provide the best service possible.

Respectfully yours,



David Hollister

DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

Hiskey, Allen

From: Lucero, Debra
Sent: Wednesday, January 10, 2024 1:29 PM
To: Hollister, David
Cc: Brechtel, Josh; Ceresola, Dwight; Hagwood, Greg; Engel, Jeff; Goss, Kevin; McGowan, Tom
Subject: RE: Supporting the HR Department
Attachments: County-Administrative-Officer.pdf

PLEASE DO NOT REPLY ALL TO AVOID A BROWN ACT VIOLATION

Thank you for this, David, although I think this is a bit late and perhaps inappropriate (in terms of sending a note directly to HR employees without consultation with the CAO and acting HR Director). You have made several remarks on how separate your office is from the County (as it should be) and yet you continue to intertwine the operations of both, even editorializing on how the Board should run the county (today's Plumas Sun <https://plumasun.org/category/news/law-and-order/>).

My understanding of this "unfortunate situation" - charges being filed against their Department Head – came from the employees, themselves.

I've spoken to each one (shortly after the charges were made) and they were concerned due to the fact no one in HR was interviewed by your office about the HR Director's alleged criminal activity. No one has ever approached them from your office for their knowledge of the survey process or support work provided to the HR Director on compensation studies.

This is what caused fear and concern.

Several said they felt they "... had a target on their back" from your office. They had even asked if they needed an attorney and I assured them they did not need an attorney. The DA seemed focused on the HR Director. No one suggested this to them; this is how they felt given the situation and complete lack of communication from your office.

I, too, will withhold my speculation as to why no one in HR was interviewed about the HR Director's work product. It would have seemed like a prudent next step. I will also withhold judgement as to why you didn't consult with me prior to reaching out to county employees. I am the acting HR Director along with County Counsel. This, too, would have seemed like a prudent step and respectful of county processes.

I am attaching my job description and job duties for your review.

Sincerely,
Debra



Debra Lucero

County Administrative Officer

Phone 530-283-6446 Mobile 530-520-8542

Web www.countyofplumas.com Email

debralucero@countyofplumas.com

520 Main Street, Room 309, Quincy, CA 95971



From: Hollister, David <DavidHollister@countyofplumas.com>
Sent: Wednesday, January 10, 2024 11:14 AM
To: Hagwood, Greg <GregHagwood@countyofplumas.com>; Ceresola, Dwight <dwrightceresola@countyofplumas.com>; Goss, Kevin <KevinGoss@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; McGowan, Tom <TomMcGowan@countyofplumas.com>
Cc: Lucero, Debra <debralucero@countyofplumas.com>; Brechtel, Josh <JoshBrechtel@countyofplumas.com>
Subject: Supporting the HR Department

I am hoping you can each help correct an unfortunate situation. As I am sending this to each Supervisor, should you have questions my hope is you will not “reply to all” so as to avoid a Brown Act violation.

I have received complaints from a number of people alleging there are one or more county employees falsely suggesting to employees in the HR department they may be subject to investigation and/or prosecution by the DA’s office based on the current prosecution of the HR Director. Such rumors are false, malicious and are detrimentally impacting HR employees. Simply put, this is not the case and has never been the case. I will withhold my speculation as to why someone would choose to spread such misinformation. It is clear, however, to some extent this misinformation has been believed and is detrimentally impacting employees in HR and their performance in support of other county departments.

Upon hearing of these horrible lies, I sent the attached email (screenshot) to each HR employee reassuring each they have done nothing wrong, are not the subject of any investigation related to the actions by the HR Director and that we appreciate their service.

Each employee, especially those in leadership positions, has a duty to the citizens we serve and not any individual agenda. Taking a role in correcting, and not spreading, this type of misinformation makes for a healthier and more effective county government.

Thank you, in advance, in assisting with this issue and helping support Plumas County employees in their mission to provide the best service possible.

Respectfully yours,



David Hollister

DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

Hiskey, Allen

From: Hollister, David
Sent: Wednesday, January 10, 2024 2:04 PM
To: Lucero, Debra
Cc: Brechtel, Josh; Ceresola, Dwight; Hagwood, Greg; Engel, Jeff; Goss, Kevin; McGowan, Tom
Subject: RE: Supporting the HR Department
Attachments: Filed Criminal Complaint and PC Statement 16 Nov 2023.pdf

Dear Ms. Lucero-

Thank you for identifying who was misinforming these employees.

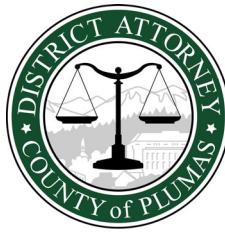
I would urge you to reread the press release concerning the charges and review Section 1090 of the Government Code. For your assistance, I am attaching a copy of the complaint and probable cause statement.

The base crime committed (GC 1090) prohibits a public official from being financially interested in a contract made by them in their official capacity - in other words, public officials cannot be personally financially interested in the contracts they formed in their official capacities. This includes both negotiating and recommending such a contract. For example, an HR Director, in her official capacity as HR Director, cannot negotiate and/or recommend an amendment to an employment contract for all appointed department heads, including herself. To do so is per se illegal. To do so knowingly and willingly becomes a crime. Other counties (such as Tehama, recently) addressed this by having an outside third party represent the county in such a situation. This and related issues are covered in the two hour ethics training required by AB 1234 which I highly recommend you take.

As I noted in my email to the HR employees, we did all in our power to try and not disturb them as they were never referenced in this case. It was the act of providing a closed session recommendation on May 15, 2022 followed by the May 22, 2022 Board request and recommendation which offends GC 1090. Both of these events were captured in writing, by a witness and on video and did not implicate any HR employee aside from the person charged. To provide inaccurate information to the current HR employees did a disservice to them, my office and the county we serve.

By failing to understand the issue and misinforming the HR employees you have caused them needless concern and demonstrated a bias favoring the HR Director at the expense of the citizens of Plumas County. I would urge you to recognize your conflicted status and discontinue any involvement in this case before doing any more damage.

Given your past actions as well as the admissions in your email, we will continue reviewing appropriate steps to safeguard the interests and due process rights of the citizens of Plumas County.



David Hollister

DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

From: Lucero, Debra <debralucero@countyofplumas.com>
Sent: Wednesday, January 10, 2024 1:29 PM
To: Hollister, David <DavidHollister@countyofplumas.com>
Cc: Brechtel, Josh <JoshBrechtel@countyofplumas.com>; Ceresola, Dwight <dwightceresola@countyofplumas.com>; Hagwood, Greg <GregHagwood@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; Goss, Kevin <KevinGoss@countyofplumas.com>; McGowan, Tom <TomMcGowan@countyofplumas.com>
Subject: RE: Supporting the HR Department

PLEASE DO NOT REPLY ALL TO AVOID A BROWN ACT VIOLATION

Thank you for this, David, although I think this is a bit late and perhaps inappropriate (in terms of sending a note directly to HR employees without consultation with the CAO and acting HR Director). You have made several remarks on how separate your office is from the County (as it should be) and yet you continue to intertwine the operations of both, even editorializing on how the Board should run the county (today's Plumas Sun <https://plumassun.org/category/news/law-and-order/>).

My understanding of this "unfortunate situation" - charges being filed against their Department Head – came from the employees, themselves.

I've spoken to each one (shortly after the charges were made) and they were concerned due to the fact no one in HR was interviewed by your office about the HR Director's alleged criminal activity. No one has ever approached them from your office for their knowledge of the survey process or support work provided to the HR Director on compensation studies.

This is what caused fear and concern.

Several said they felt they “ ... had a target on their back” from your office. They had even asked if they needed an attorney and I assured them they did not need an attorney. The DA seemed focused on the HR Director. No one suggested this to them; this is how they felt given the situation and complete lack of communication from your office.

I, too, will withhold my speculation as to why no one in HR was interviewed about the HR Director’s work product. It would have seemed like a prudent next step. I will also withhold judgement as to why you didn’t consult with me prior to reaching out to county employees. I am the acting HR Director along with County Counsel. This, too, would have seemed like a prudent step and respectful of county processes.

I am attaching my job description and job duties for your review.

Sincerely,
Debra



Debra Lucero

County Administrative Officer

Phone 530-283-6446 Mobile 530-520-8542

Web www.countyofplumas.com Email

debralucero@countyofplumas.com

520 Main Street, Room 309, Quincy, CA 95971



From: Hollister, David <DavidHollister@countyofplumas.com>

Sent: Wednesday, January 10, 2024 11:14 AM

To: Hagwood, Greg <GregHagwood@countyofplumas.com>; Ceresola, Dwight <dwightceresola@countyofplumas.com>; Goss, Kevin <KevinGoss@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; McGowan, Tom <TomMcGowan@countyofplumas.com>

Cc: Lucero, Debra <debralucero@countyofplumas.com>; Brechtel, Josh <JoshBrechtel@countyofplumas.com>

Subject: Supporting the HR Department

I am hoping you can each help correct an unfortunate situation. As I am sending this to each Supervisor, should you have questions my hope is you will not “reply to all” so as to avoid a Brown Act violation.

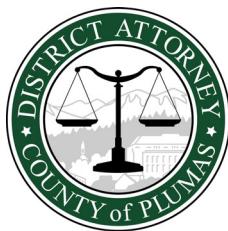
I have received complaints from a number of people alleging there are one or more county employees falsely suggesting to employees in the HR department they may be subject to investigation and/or prosecution by the DA’s office based on the current prosecution of the HR Director. Such rumors are false, malicious and are detrimentally impacting HR employees. Simply put, this is not the case and has never been the case. I will withhold my speculation as to why someone would choose to spread such misinformation. It is clear, however, to some extent this misinformation has been believed and is detrimentally impacting employees in HR and their performance in support of other county departments.

Upon hearing of these horrible lies, I sent the attached email (screenshot) to each HR employee reassuring each they have done nothing wrong, are not the subject of any investigation related to the actions by the HR Director and that we appreciate their service.

Each employee, especially those in leadership positions, has a duty to the citizens we serve and not any individual agenda. Taking a role in correcting, and not spreading, this type of misinformation makes for a healthier and more effective county government.

Thank you, in advance, in assisting with this issue and helping support Plumas County employees in their mission to provide the best service possible.

Respectfully yours,



David Hollister
DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

Hiskey, Allen

From: Lucero, Debra
Sent: Wednesday, January 10, 2024 3:07 PM
To: Hollister, David
Cc: Brechtel, Josh; Ceresola, Dwight; Hagwood, Greg; Engel, Jeff; Goss, Kevin; McGowan, Tom
Subject: RE: Supporting the HR Department

Mr. Hollister:

You have threatened me in your response. **“Given your past actions as well as the admissions in your email, we will continue reviewing appropriate steps to safeguard the interests and due process rights of the citizens of Plumas County.”**

Thank you for putting it in writing.

This kind of language is what causes fear and concern among employees. Please remember I am also an employee.

I did not misinform anyone and I take offense at this suggestion. What you have stated in regards to my actions is inaccurate. I listened. I encouraged the HR staff. I tried to answer questions the best I could but we had other, more pressing things to discuss like payroll, PAF's, job classifications, the Munis migration, who would be doing what and how it would get done, hiring, training, etc. I would have no reason to cause further stress to an already stressed-out staff.

In fact, I sent an email out to ALL employees to please refrain from discussing the issue (as many had taken to facebook after the Sheriff's Department released your press statement) on its page.

Unfortunately, I have learned this is your mode of communication – to accuse or leap to conclusions and spin it as truth in 10-second soundbites. You've been a DA a long time and your courtroom language is inappropriate here. This tactic will not work with me and I will call you out each and every time it is used in my presence.

I won't address the rest of your email as it seems this will be addressed by the courts in due time.

My ethics training is up to date, Mr. Hollister.

Debra

From: Hollister, David <DavidHollister@countyofplumas.com>
Sent: Wednesday, January 10, 2024 2:04 PM
To: Lucero, Debra <debralucero@countyofplumas.com>
Cc: Brechtel, Josh <JoshBrechtel@countyofplumas.com>; Ceresola, Dwight <dwrightceresola@countyofplumas.com>; Hagwood, Greg <GregHagwood@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; Goss, Kevin <KevinGoss@countyofplumas.com>; McGowan, Tom <TomMcGowan@countyofplumas.com>
Subject: RE: Supporting the HR Department

Dear Ms. Lucero-

Thank you for identifying who was misinforming these employees.

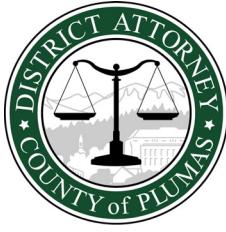
I would urge you to reread the press release concerning the charges and review Section 1090 of the Government Code. For your assistance, I am attaching a copy of the complaint and probable cause statement.

The base crime committed (GC 1090) prohibits a public official from being financially interested in a contract made by them in their official capacity - in other words, public officials cannot be personally financially interested in the contracts they formed in their official capacities. This includes both negotiating and recommending such a contract. For example, an HR Director, in her official capacity as HR Director, cannot negotiate and/or recommend an amendment to an employment contract for all appointed department heads, including herself. To do so is per se illegal. To do so knowingly and willingly becomes a crime. Other counties (such as Tehama, recently) addressed this by having an outside third party represent the county in such a situation. This and related issues are covered in the two hour ethics training required by AB 1234 which I highly recommend you take.

As I noted in my email to the HR employees, we did all in our power to try and not disturb them as they were never referenced in this case. It was the act of providing a closed session recommendation on May 15, 2022 followed by the May 22, 2022 Board request and recommendation which offends GC 1090. Both of these events were captured in writing, by a witness and on video and did not implicate any HR employee aside from the person charged. To provide inaccurate information to the current HR employees did a disservice to them, my office and the county we serve.

By failing to understand the issue and misinforming the HR employees you have caused them needless concern and demonstrated a bias favoring the HR Director at the expense of the citizens of Plumas County. I would urge you to recognize your conflicted status and discontinue any involvement in this case before doing any more damage.

Given your past actions as well as the admissions in your email, we will continue reviewing appropriate steps to safeguard the interests and due process rights of the citizens of Plumas County.



David Hollister

DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303

From: Lucero, Debra <debralucero@countyofplumas.com>
Sent: Wednesday, January 10, 2024 1:29 PM
To: Hollister, David <DavidHollister@countyofplumas.com>
Cc: Brechtel, Josh <JoshBrechtel@countyofplumas.com>; Ceresola, Dwight <dwightceresola@countyofplumas.com>;
Hagwood, Greg <GregHagwood@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; Goss, Kevin
<KevinGoss@countyofplumas.com>; McGowan, Tom <TomMcGowan@countyofplumas.com>
Subject: RE: Supporting the HR Department

PLEASE DO NOT REPLY ALL TO AVOID A BROWN ACT VIOLATION

Thank you for this, David, although I think this is a bit late and perhaps inappropriate (in terms of sending a note directly to HR employees without consultation with the CAO and acting HR Director). You have made several remarks on how separate your office is from the County (as it should be) and yet you continue to intertwine the operations of both, even editorializing on how the Board should run the county (today's Plumas Sun <https://plumassun.org/category/news/law-and-order/>).

My understanding of this "unfortunate situation" - charges being filed against their Department Head – came from the employees, themselves.

I've spoken to each one (shortly after the charges were made) and they were concerned due to the fact no one in HR was interviewed by your office about the HR Director's alleged criminal activity. No one has ever approached them from your office for their knowledge of the survey process or support work provided to the HR Director on compensation studies.

This is what caused fear and concern.

Several said they felt they "... had a target on their back" from your office. They had even asked if they needed an attorney and I assured them they did not need an attorney. The DA seemed focused on the HR Director. No one suggested this to them; this is how they felt given the situation and complete lack of communication from your office.

I, too, will withhold my speculation as to why no one in HR was interviewed about the HR Director's work product. It would have seemed like a prudent next step. I will also withhold judgement as to why you didn't consult with me prior to reaching out to county employees. I am the acting HR Director along with County Counsel. This, too, would have seemed like a prudent step and respectful of county processes.

I am attaching my job description and job duties for your review.

Sincerely,
Debra



Debra Lucero

County Administrative Officer

Phone 530-283-6446 Mobile 530-520-8542

Web www.countyofplumas.com Email

debralucero@countyofplumas.com

520 Main Street, Room 309, Quincy, CA 95971



From: Hollister, David <DavidHollister@countyofplumas.com>

Sent: Wednesday, January 10, 2024 11:14 AM

To: Hagwood, Greg <GregHagwood@countyofplumas.com>; Ceresola, Dwight <dwightceresola@countyofplumas.com>;

Goss, Kevin <KevinGoss@countyofplumas.com>; Engel, Jeff <JeffEngel@countyofplumas.com>; McGowan, Tom

<TomMcGowan@countyofplumas.com>

Cc: Lucero, Debra <debralucero@countyofplumas.com>; Brechtel, Josh <JoshBrechtel@countyofplumas.com>

Subject: Supporting the HR Department

I am hoping you can each help correct an unfortunate situation. As I am sending this to each Supervisor, should you have questions my hope is you will not “reply to all” so as to avoid a Brown Act violation.

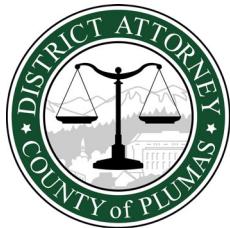
I have received complaints from a number of people alleging there are one or more county employees falsely suggesting to employees in the HR department they may be subject to investigation and/or prosecution by the DA’s office based on the current prosecution of the HR Director. Such rumors are false, malicious and are detrimentally impacting HR employees. Simply put, this is not the case and has never been the case. I will withhold my speculation as to why someone would choose to spread such misinformation. It is clear, however, to some extent this misinformation has been believed and is detrimentally impacting employees in HR and their performance in support of other county departments.

Upon hearing of these horrible lies, I sent the attached email (screenshot) to each HR employee reassuring each they have done nothing wrong, are not the subject of any investigation related to the actions by the HR Director and that we appreciate their service.

Each employee, especially those in leadership positions, has a duty to the citizens we serve and not any individual agenda. Taking a role in correcting, and not spreading, this type of misinformation makes for a healthier and more effective county government.

Thank you, in advance, in assisting with this issue and helping support Plumas County employees in their mission to provide the best service possible.

Respectfully yours,



David Hollister

DISTRICT ATTORNEY
PLUMAS COUNTY
520 MAIN STREET, ROOM 404
QUINCY, CALIFORNIA 95971
(530) 283-6303