



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
FEBRUARY 6, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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.

H. BOARD OF SUPERVISORS

- 1) **Time Certain: 11:00 a.m.** Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison

Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

I. PUBLIC HEALTH AGENCY

- 1) Emergency Medical Care Committee Chairperson Sam Blesse will be providing an update to the Board of Supervisors regarding the Ambulance Service in the Chester/Lake Almanor basin.

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. CODE ENFORCEMENT

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2023; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; Not to exceed \$10,000.00; effective August 1, 2023; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng for the purpose of providing psychiatric evaluations in the correctional facility, to conserve population, medical management and provide prescription medication via tele-psychiatry; effective November 1, 2023; not to exceed 350,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Hearing Officers for certification review hearings for psychiatric patients involuntarily detained at any Plumas County hospital. Effective February 1, 2024; not to exceed \$30,000.00; (No General Fund Impact) as approved in FY 23/24, budget costs associated with this matter are covered by a combination of federal and state funds; approved as to form by County Counsel.
- 3) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Office Supervisor position, due to resignation; (No General Fund Impact) as approved in FY23/24 budget.

C. CLERK OF THE BOARD

- 1) Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action.
- 2) Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

D. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors/County Administration Office and UBEO, West LLC, for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5850i; effective February 6, 2024, and continuing for 36 months; not to exceed \$24,378.12; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

E. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign an agreement between Plumas County Counsel and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C3930i; effective February 6, 2024, and continuing for 36 months; not to exceed \$15,000.00; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

F. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the Interim County Librarian to recruit and fill the vacant one (1.0) Extra-Help Courier position due to resignation.; (No General Fund Impact) as approved in the FY23/24 budget.
- 2) Approve and authorize the Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for the Quincy Branch.
- 3) Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Quincy Branch Library Aide position.
- 4) Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Library Aide position for the Greenville Temporary Location.

G. BUILDING SERVICES DEPARTMENT

- 1) Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Building Inspector, due to employee promotion; (General Fund Impact) as approved in FY23-24 budget.

H. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and William Abramson for legal representation; effective February 1, 2024; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

I. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Dirt and Aggregate Interchange, Inc. to perform guardrail repair services along the Gold Lake Forest Highway; not to exceed \$262,262.00; No General Fund Impact, approved as to form by County Counsel.

J. SOLID WASTE

- 1) Approve and authorize Chair to ratify and sign a Professional Services Agreement between Plumas County and Vestra Resources, Inc. for sampling and monitoring work at Chester and Gopher Hill Landfills. Not to exceed three hundred fifty thousand, nine hundred ninety & no cents (\$350,990.00). No General Fund impact, approved as to form by County Counsel; discussion and possible action.

K. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Larry Wayne Masterman for ICS 300 and ICS 400 Intermediated Incident Command System training; effective November 1, 2023; not to exceed \$15,400.00; (No General Fund Impact) (PHEP & HPP Funds); approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566; (No General Fund Impact) (PHEP HPP); approved as to form by County Counsel.

L. FACILITY SERVICES

- 1) Adopt **RESOLUTION** Approving Application(s) for Per Capita Grant Funds; No General Fund impact; approved as to form by County Counsel.
- 2) Approve and authorize the Department of Facility Services & Airports to pay Silver State International for a non-contract invoice in the amount of \$2,602.70 for repair of the plow truck at the Chester Airport. (No General Fund impact) discussion and possible action.

M. PLANNING

- 1) Approve and authorize Chair to sign amendment no. 1 to funding agreement between Plumas County (Planning) and Plumas Crisis Intervention & Resource Center (PCIRC) for Dragonfly Cafe project due to extension of time and to include additional CDGB required contractual terms; No General Fund Impact as funding comes under CARES Act CDBG-CV2-3 grant; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

- 1) Approve and authorize Beckwourth CSA to accept dedication by Plumas National Forest of Off-site Sewer Infrastructure; No General Fund Impact; discussion and possible action.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS CSA #12 GOVERNING BOARD

- 1) Approve and authorize Chair to sign Amendment #3 to the transit operations contract between Plumas Rural Services and CSA #12 extending the term by one year; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

E. ADJOURN AS CSA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice for \$7188.00 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY23/24 IT Budget.

- 2) Approve and authorize Plumas County Information Technology to pay Stericycle, Inc. a non-contract invoice not to exceed \$5000.00 for proper disposal of accumulated hard drives; (General Fund Impact) not approved in the FY23/24 IT Budget.

B. ELECTIONS - Marcy DeMartile

- 1) Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**

C. PROBATION - Keevin Allred

- 1) Approve and authorize Plumas County Probation to pay Tehama County Probation non-contract invoices in the amount of \$34,203.90 for Juvenile wards within Tehama Juvenile Hall from February 2023 through November 2023, and upfront costs for the secure track youth program via SB823 in the amount of \$50,000.00; No General Fund Impact, Juvenile Hall invoices to be paid from the Youthful Offender Block Grant, secure track costs to be paid from Division of Juvenile Justice Realignment Block Grant as budgeted in Fiscal Year 2023-2024; discussion and possible action.

D. BUILDING SERVICES DEPARTMENT - Michael Coelho

- 1) Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action.

E. PLANNING - Tracey Ferguson

- 1) Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. for Surface Mining and Reclamation Act (SMARA) local agency mining operations permit management services; effective February 6, 2024; not to exceed \$50,000; General Fund Impact as approved in FY23/24 Planning Department budget; approved as to form by County Counsel; discussion and possible action.
- 2) Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) for services in assisting County with a determination of vested mining rights for the Engels-Superior Mines; effective February 6, 2024; not to exceed \$35,000; General Fund Impact under County Administrative Officer (General Services) in FY23/24 budget and an Advance Conflict Waiver; approved as to form by County Counsel; discussion and possible action.

F. TREASURER/TAX COLLECTOR - Julie White

- 1) Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and Emphasys Computer Solutions, Inc. for investment software (SYMPRO);, and Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action.
- 2) Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.
- 3) Adopt **RESOLUTION** Authorizing the Investment of 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**
- 4) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; discussion and possible action.

G. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**
- C. Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**
- D. Adopt **RESOLUTION** allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. **Roll Call Vote.**

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.
- 2) Approve the voting entities of the Emergency Medical Care Committee per the revised bylaws. **Roll Call Vote.**
- 3) Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action.
- 4) Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**

B. CORRESPONDENCE

- 1) AT&T Telephone Concerns; discussion and possible action.

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. 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
- C. 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

- D. 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
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- F. Board Discussion: DA complaint against CAO pursuant to Subdivision (b)(1) of Government Code Section 54957 (b)(1).
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2), and e(1) (1 case), and (e)(2) (1 case) of Government Code Section 54956.9
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, February 13, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Time Certain: 11:00 a.m. Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison
Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

Recommendation:

Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison
Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

Background and Discussion:

Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison
Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

Action:

Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison
Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. League of Women Voters Essay

BOARD AGENDA REQUEST FORM

Department: Presentation to Board of Supervisors

Authorized Signature: _____

Board Meeting Date: February 6th, 2024 - Time 11:00 am

Request for 10 minutes for presentation

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

Consent Agenda: ☐ Yes ☒ No

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

A. League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions.

Essay Topic is "Is Social Media Harmful to Teens?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison

Grades 11 & 12 Grand Prize Winner - Addison Gay. Honorable Mention - Daniel Nickerson

B.

C.

Review by Necessary Departments:

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

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ / N ☐

Signed? (Y ☐ N ☐

Budget Transfers Sheets:

Signed? (Y ☐ N ☐

Other: _____

Publication:

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

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

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

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

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

Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why: _____

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

Hiskey, Allen

From: Lori Simpson <lorisimpson.plumas@gmail.com>
Sent: Friday, January 5, 2024 2:31 PM
To: Clerk of the Board - Shared Mailbox
Subject: Re: Agenda Request

You don't often get email from lorisimpson.plumas@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Allen,

Here is the corrected wording for the agenda item on February 6th, 2024.

League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions.
Essay Topic is "Does social media use have an impact on the mental health of adolescents?"
Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison
Grades 11 & 12 Grand Prize Winner - Addison Gay. Honorable Mention - Daniel Nickerson

Thanks so much!

Lori Simpson
Cell: 530-368-6110

On Wed, Jan 3, 2024 at 3:17 PM Lori Simpson <lorisimpson.plumas@gmail.com> wrote:

Hi Allen,

The League of Women Voters of Plumas County has an annual youth essay contest and the winners read their essays to the Board of Supervisors.

I am putting in an agenda request for February 6th, 2024 and if we could have it around 11:00 that would be great, since the kids go to lunch afterward.

All the information is on the agenda request, the LWV will pass out copies of the essays at the meeting.

I was a Plumas County Supervisor for District 4 for 12 years so let me know if I need to do anything else like a cover letter.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Management Analyst I
MEETING DATE: February 6, 2024
SUBJECT: Emergency Medical Care Committee Chairperson Sam Blesse will be providing an update to the Board of Supervisors regarding the Ambulance Service in the Chester/Lake Almanor basin.

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Jennifer Langston, Chief Code Enforcement Officer
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2023; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2023.

Background and Discussion:

Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2023.

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:

1. Boneyard Towing Contract

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1st day of August, 2023, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard, LLC, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2023 through July 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2023, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms

____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS 

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

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

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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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. CONTRACTOR represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

Axles Boneyard LLC
318 Ann Street
P.O. Box 123
Greenville, CA 95947
Attention: Michael Laszar

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section

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8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed: 12-11-23

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: Kristina Rogers

Title: Deputy Clerk of the Board

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

10/4/2023

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EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-7221, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

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E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

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4. DISPOSITION OF VEHICLES

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

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(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

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A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

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9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

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EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at
the towing/dismantling company's posted rate

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility, (other than the minimum 15 days required by California Vehicle Code) an additional towing fee will not be paid from the towing facility to the dismantling facility.

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**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jennifer Langston, Chief Code Enforcement Officer

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; Not to exceed \$10,000.00; effective August 1, 2023; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2023.

Background and Discussion:

Annual Dismantling Contract with Axles Boneyard, LLC for the Abatement of Abandoned Vehicles within the County of Plumas.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2023.

Fiscal Impact:

No General Impact. Funds paid by the Abandoned Vehicle Abatement are funded by DMV fees.

Attachments:

1. Boneyard Dismantling BOS

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1st day of August, 2023, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard, LLC, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2023 through July 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2023, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

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

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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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. CONTRACTOR represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Charles White (Building Services Director)

Contractor:

Axles Boneyard LLC
318 Ann Street
P.O. Box 123
Greenville, CA 95947
Attention: Michael Laszar

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section

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8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed: 12-11-23

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: Kristina Rogers

Title: Deputy Clerk of the Board

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

10/4/2023

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EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-7221, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

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E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

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4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

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(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

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A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

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9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

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EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... \$250.00 hour

(This includes passenger vehicles, cars and trucks and trucks
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow..... \$500.00 hour

Large farm equipment (requiring Class D truck) \$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at
the towing/dismantling company's posted rate

Individual Tires \$3.00 each

Individual Tires mounted on rims/wheels..... \$10.00 each

Miscellaneous scrap/recyclable material..... NO CHARGE

- If vehicles are held over at the towing company's facility, (other than the minimum 15 days required by California Vehicle Code) an additional towing fee will not be paid from the towing facility to the dismantling facility.

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng for the purpose of providing psychiatric evaluations in the correctional facility, to conserve population, medical management and provide prescription medication via tele-psychiatry; effective November 1, 2023; not to exceed 350,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng for the purpose of providing psychiatric evaluations in the correctional facility, to conserve population, medical management, and to provide prescription medication via tele-psychiatry; effective November 1, 2023; not to exceed 350,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Doctor Buabeng provides psychiatric evaluations and services in the office and correctional facility, and will provide evaluations for W&I 5150, Medication Assisted Treatment (MAT) and medical direction services, all which Plumas County Behavioral Health needs to fulfill the array of psychiatric services and address the need for improved continuity of care, service efficiency, and care integration.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng for the purpose of providing psychiatric evaluations in jail, conserved population, medical management and to provide prescription medication via tele-psychiatry; effective November 1, 2023; not to exceed 350,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact combination of state and federal funds.

Attachments:

1. 3946_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 Kwame Buabeng, Medical Doctor (M.D.), a sole proprietor (**hereinafter referred to as "Contractor"**).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00).
3. **Term.** The term of this agreement shall be from November 1, 2023, through October 31, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Dr. Kwame Buabeng from November 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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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. With the exception of medical malpractice which will be maintained by the County, 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 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

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

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

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

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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

County:

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

Contractor:

Kwame Buabeng, Medical Doctor
7423 Picardy Ave.
Baton Rouge, LA 70808

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,

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
28. 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.

The attached BAA is incorporated by this reference and made to protect this agreement.

PCBH2324DR.BUABENG

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

CONTRACTOR:

By: Kwame Buabeng MD
Name: Kwame Buabeng, M.D
Title: Medical Doctor
Date signed: 01/08/2024

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 01 / 05 / 2024

APPROVED AS TO CONTENT:

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

ATTEST

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A - SCOPE OF WORK

- CONTRACTOR shall be licensed by the Medical Board of California or Osteopathic Board of California
- CONTRACTOR shall be available and as needed to provide psychiatric evaluations in jail and to conserved population, medication management, and provide prescription medication after hours, weekends and holidays to individuals needing to be evaluated for W&I 5150 via tele-psychiatry.
- CONTRACTOR agrees to update medication list at each visit to ensure an accurate medication list is always accessible in the EHR.
- CONTRACTOR will ensure client has been provided enough medication until next appointment.
- CONTRACTOR's notes as required by the Department of Health Care Services shall be completed and signed within 72 hours of client's appointment.
- CONTRACTOR shall sign and send back medication consent forms immediately following each medication evaluation.
- CONTRACTOR shall send separate invoices to county for services provided in the Correctional Facility.
- CONTRACTOR shall send separate invoices to county for consultation services requested by hospital located within Plumas County.
- CONTRACTOR must be available by pager, or telephone when not on site to respond to requests for information and assistance.
- COUNTY requires tele-psychiatrist to use County Electronic Health Record (EHR) and County will provide access to County system via Credible.
- COUNTY requires CONTRACTOR to audit 10% of open psychiatric medical charts of Plumas County Behavioral Health
- All audio, video, and all other data transmission shall be secure through the use of encryption (at least on the side of the healthcare professional) that meets County's Network Security Standards. Contractor should ensure that access to any patient contact information stored on any device is adequately restricted.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- Video quality will of High Definition (HD) (1280X720) at 40fps or better quality.
- CONTRACTOR shall provide a dedicated Internet connectivity supporting a minimum bandwidth of 1.2 Mbps, upload and download.
- CONTRACTOR shall demonstrate the ability to provide a secure and confidential location while providing telehealth services at the distant site.

EXHIBIT B - FEE SCHEDULE

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor consistent with hourly rates in the table below for prescribing services related to Mental Health treatment.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice. Each invoice shall describe in detail, the services performed and the associated time for completion.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.
- E.

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

Psychiatrist	Crisis Intervention Service, per 15 Minutes	H2011	\$174.51
	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	\$174.51
	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	\$174.51
	Intensive Care Coordination	T1017	\$174.51
	Intensive Home Based Services	H2017,	\$174.51
	Interactive Complexity	90785	\$174.51
	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	\$174.51
	Mental Health Assessment by Non- Physician, 15 Minutes	H0031	\$174.51
	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	\$174.51
	Multiple-Family Group Psychotherapy, 15 Minutes	90849	\$174.51
	Psychiatric Diagnostic Evaluation, 15 Minutes	90791	\$174.51
	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885	\$174.51
	Psychosocial Rehabilitation, per 15 Minutes	H2017	\$174.51
	Psychotherapy for Crisis, Each Additional 30 Minutes	90840	\$174.51
	Psychotherapy for Crisis, First 30-74 Minutes 84	90839	\$174.51
	Psychotherapy, 30 Minutes with Patient	90832	\$174.51
	Psychotherapy, 45 Minutes with Patient	90834	\$174.51
	Psychotherapy, 60 Minutes with Patient	90837	\$174.51
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	\$174.51
	Targeted Case Management, Each 15 Minutes	T1017	\$174.51
	Interdisciplinary Team Meeting (client/family not present)	99368	\$174.51
	Interdisciplinary Team Meeting (client/family present)	99366	\$174.51



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Hearing Officers for certification review hearings for psychiatric patients involuntarily detained at any Plumas County hospital. Effective February 1, 2024; not to exceed \$30,000.00; (No General Fund Impact) as approved in FY 23/24, budget costs associated with this matter are covered by a combination of federal and state funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Hearing Officers for certification review hearings for psychiatric patients involuntarily detained at any Plumas County hospital. Effective February 1, 2024; not to exceed \$30,000.00; (No General Fund Impact) As approved in FY 23/24 budget costs associated with this matter are covered by a combination of federal and state funds; approved as to form by County Counsel.

Background and Discussion:

Contractor shall provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code 5250 et seq. The Hearing officer shall hear and consider the evidence, maintain appropriate documentation, prepare necessary findings and orders and provide those orders to the County at the conclusion of the hearing as to whether probable cause exists to continue to detain a patient.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Hearing Officers to review certification hearings for psychiatric patients involuntarily detained at any Plumas County hospital.

Fiscal Impact:

No General Fund Impact; as approved in FY 23/24 budget costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. Hearing Officers 24-25

PCBH2426 HEARING OFFICERS

PROFESSIONAL SERVICES AGREEMENT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH, AND CALIFORNIA HEARING OFFICERS, LLP FOR HEARING OFFICER SERVICES

This agreement is entered into 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 California Hearing Officers, LLP ("Contractor"), for the purpose of providing Hearing Officers for administrative hearings (hereinafter referred to as "Contractor").

RECITALS

- A. Plumas County Behavioral Health is a general acute care clinic, located at 270 County Hospital Road Suite 109, Quincy CA 95971
- B. Upon the request of COUNTY, Contractor shall provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code §5250 *et seq.* The hearing officer shall hear and consider the evidence, prepare necessary findings and orders, and provide those orders to County at the conclusion of the hearing. This Agreement covers all hearings held within Plumas County.
- C. Contractor shall cause hearing officers to provide those certification review hearings for patients involuntarily detained at any Plumas County Hospital.

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor shall cause an appropriately qualified hearing officer to provide certification review hearings for psychiatric patients involuntarily detained at any Plumas County Hospital pursuant to being certified for seven (7) days for treatment. Contractor shall cause hearing officer to provide written findings to Behavioral Health as to whether probable cause exists to continue to detain a patient ("Services"). Such Services shall include the following: 1. Contractor shall cause hearing officer to conduct hearing sessions at times mutually agreed upon with Behavioral Health in accordance with all applicable Laws (as defined below), including without limitation California Welfare & Institutions Code §5250 *et seq.*, and 2. Contractor shall maintain appropriate documentation relating to all hearings conducted by a hearing officer.
- B. Contractor shall at all times during the term of this Agreement cause its hearing officers to have all appropriate license(s) to perform the Services, as may be required by applicable law, and to provide to Behavioral Health a copy of such current, valid license(s) upon request.

PCBH2426 HEARING OFFICERS

- C. Contractor shall conduct certification hearings via HIPAA-secured video conferencing or telephone.

Section 2. RESPONSIBILITIES OF BEHAVIORAL HEALTH

Behavioral Health shall compensate Contractor as prescribed in sections 3 and 4 of this agreement.

Section 3. COMPENSATION.

For services provided in this agreement from February 1, 2024, through January 31, 2025, County shall pay a \$2,000 monthly service charge for hearing officer services. In addition to the monthly service charge, Contractor shall charge Behavioral Health for the Services rendered under this Agreement at a rate of Three Hundred Dollars (\$300.00) per hour for hearing officers conducting hearings and issuing written decisions for the Services described in this Agreement. The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs. Contractor shall charge Behavioral Health a minimum of two (2) hours for each day a hearing is scheduled; additional time will be billed in 15-minute increments. Hearings canceled with less than 48 hours' notice will incur the two-hour minimum for that day.

In no event shall the maximum amount payable under this agreement exceed \$30,000.00.

Any additional services not otherwise provided for herein shall not be provided by Contractor, or compensated by Behavioral Health, without written authorization by Behavioral Health. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor.

Section 4. BILLING AND PAYMENT.

Contractor shall submit to Behavioral Health after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Behavioral Health shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

In no event shall Behavioral Health refuse to pay any portion of the statement or invoice because of Contractor's ruling on any particular case.

Should Behavioral Health, or the state or federal government, disallow any amount claimed by Contractor, Contractor will have an opportunity to substantiate its billing before a final decision to disallow. If, however, any amount is disallowed, the Contractor shall reimburse Behavioral Health, or the state or federal government, as directed by Behavioral Health, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- I. This agreement shall commence on February 1, 2024, and shall end January 31, 2025, and shall remain in full force and effect unless sooner terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services

PCBH2426 HEARING OFFICERS

provided by California Hearing Officers, LLP for February 1, 2024 to date of this Agreement by the Board of Supervisors.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to preside over a matter when requested by Behavioral Health, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, then Behavioral Health shall have the right to terminate this agreement for cause effective immediately upon the Behavioral Health giving written notice thereof to Contractor. In no event shall Behavioral Health terminate this agreement because of Contractor's ruling on any particular case.
- B. Without Cause. Behavioral Health or Contractor may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Behavioral Health obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, Behavioral Health shall, at its sole discretion, determine whether this Agreement shall be terminated. Behavioral Health shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Behavioral Health has the right to terminate this agreement and may be exercised by the County of Plumas.
- E. Should this agreement be terminated, Contractor shall promptly provide to Behavioral Health any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. Contractor shall have a right to terminate this Agreement in the event of Behavioral Health material breach hereof; provided, however, the termination of the breach of this Agreement will not become effective unless and until the Contractor has given Behavioral Health written notice of breach, which notice shall state the nature of said breach, and Behavioral Health shall thereafter have a period of ten (10) days following the giving of said notice in which to remedy said default to the reasonable satisfaction of the Contractor.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS / APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges

PCBH2426 HEARING OFFICERS

that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and Behavioral Health.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document, and will be effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Behavioral Health requires wet signatures on contract.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Behavioral Health. The waiver by Behavioral Health of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Behavioral Health to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Behavioral Health is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a Behavioral Health employee. Behavioral Health shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under Behavioral Health workers' compensation insurance plan nor shall Contractor be eligible for any other Behavioral Health benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this agreement.

PCBH2426 HEARING OFFICERS

Section 10. INDEMNIFICATION.

For professional services provided under this agreement, Contractor shall indemnify, defend, and hold harmless Plumas County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the reckless or willful misconduct of the professional services provided under this agreement.

Section 11. INSURANCE LIMITS.

Contractor shall maintain the following insurance policy limits of coverage:

- a) Comprehensive general liability insurance: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.
- b) Professional liability insurance: Not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis.
- c) Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance, or participate in a self-insurance plan approved by the State of California Department of Industrial Relations to cover employees of Contractor, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor will ensure that any non-employees hired by Contractor to perform services under this agreement also maintain continuously Workers' Compensation and Employer's Liability insurance. Each such policy shall contain, or be endorsed to contain, a waiver of subrogation against Plumas County, its agents, officers, officials, employees, and volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Plumas County, Contractor shall give prompt and timely notice thereof to Behavioral Health. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Plumas County.

PCBH2426 HEARING OFFICERS

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq., and regulations and guidelines issued pursuant thereto.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or Behavioral Health. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after Behavioral Health makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to Behavioral Health during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by Behavioral Health, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Behavioral Health audit directly related to the provisions of this agreement. Contractor agrees to repay Behavioral Health the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that Behavioral Health may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

PCBH2426 HEARING OFFICERS

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by Behavioral Health shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Plumas, and all other appropriate governmental agencies, including certifications and credentials required by Behavioral Health. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by Behavioral Health.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County

Sharon Sousa, LMFT, Director
Behavioral Health
270 County Hospital Road , Suite 107
Quincy, CA 95971

PCBH2426 HEARING OFFICERS

If to Contractor:

Kamardeep Athwal-Esquire
California Hearing Officers, LLP
8801 Folsom Boulevard, Suite 220
Sacramento, CA 95826

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with County of Plumas' Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any Behavioral Health decision which may affect Contractor's financial interests. If required by the County of Plumas' Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or local ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

PCBH2426 HEARING OFFICERS


Section 25. USE OF HOSPITAL PROPERTY.

Contractor shall not use County of Plumas premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

IN WITNESS WHEREOF, County of Plumas and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.


CONTRACTOR:

California Hearing Officers, LLP

By: 
Name: Kamardeep Athwal
Title: Partner
Date signed: 1.16.24

COUNTY:

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

By: 
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 01/12/2024

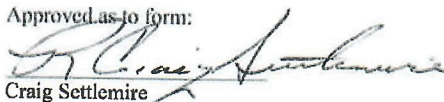
APPROVED AS TO CONTENT:

By: _____
Name: Greg Hagwood
Title: Board of Supervisors
Date:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date:

Approved as to form:


Craig Settemire
Counsel



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Lisa Beck
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Office Supervisor position, due to resignation; (No General Fund Impact) as approved in FY23/24 budget.

Recommendation:

Approve the filling of the fully allocated and funded Office Supervisor position, due to resignation.

Background and Discussion:

The Behavioral Health Department is requesting approval to fill the fully allocated and funded Office Supervisor position. The position is fully funded in Department 70571 in the 2023-2024 budget.

Action:

Approve the filling of the fully allocated and funded Office Supervisor position, due to resignation.

Fiscal Impact:

This position would be filled without the use of any additional General Fund monies.

Attachments:

1. Job Desc - Office Supervisor NS 2 2017
2. BOS Letter to approve and fill Office Supervisor
3. CRITICAL STAFFING QUESTIONNAIRE Office Supervisor
4. PCBH Org Chart 1-29-2024

OFFICE SUPERVISOR

DEFINITION

Under limited supervision, the Office Supervisor plans, organizes, supervises, and participates in the work of an office support unit; establishes and maintains administrative records; may oversee the initial application screening function in the assigned departments' automated system; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a full supervisory classification for the planning, organization, and supervision of the office and administrative support functions in one of the larger County departments.

REPORTS TO

Depending upon the Department or program area of assignment, the Office Supervisor reports to the designated supervisor or manager for the position

CLASSIFICATIONS DIRECTLY SUPERVISED

Office Assistant I, II, & III; Fiscal and Technical Assistant I, II, & III; and other specialized office support classifications.

OFFICE SUPERVISOR - 2

EXAMPLES OF DUTIES

- Plans, assigns, supervises, and reviews the work of support staff to ensure quality, completion, and compliance with department standards.
- Selects, trains, evaluates, and disciplines subordinate staff.
- Identifies training needs, conducts training, and provides leadership and coaching for staff.
- Independently establishes a course of action to accomplish work objectives and adapts to meet changing priorities.
- In cooperation with management, develops or revises policies, procedures, and templates to improve efficiency, effectiveness, and compliance.
- Arranges for additional staffing to meet established objectives.
- Answers inquiries and resolves complaints from customers, service providers, department personnel, and the public.
- Functions as an authoritative resource of information on regulations, rules, department policies, and guidelines.
- Establishes and updates administrative records and summaries for department such as budgetary, revenue and expenditures, personnel and payroll records, inventory control, workflow and production output, work load, and regulatory and procedural manuals.
- Operates and oversees the use of automated systems, works with IT staff to implement modifications, and utilizes various software applications.
- Researches, compiles, and analyzes data for a variety of projects.
- Promotes cooperative professional working relations among staff, resolves conflicts, and monitors work environment.
- Provides employees with guidance and prepares performance evaluations.
- Performs special assignments and projects as delegated.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

OFFICE SUPERVISOR - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of office and business administration.
- Policies and procedures of the Department and unit where assigned.
- Thorough knowledge of specialized areas of office and administrative functions of the Department to which assigned.
- Methods and procedures of purchasing and inventory maintenance.
- Data processing equipment and software used by the department where assigned.
- Modern office practices, methods, and procedures.
- Filing and information retrieval systems.
- Fiscal, account, and budget recordkeeping.
- Operation and use of office equipment.
- Proper English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of supervision and training.
- General office functions, procedures, equipment, and filing systems.
- English grammar, vocabulary, spelling, and punctuation.
- Principles of training development, implementation, and evaluation.
- Computers and automated data systems.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.

Ability to:

- Plan, organize, and supervise the office and administrative support functions in an assigned department.
- Coordinate and develop a department's data processing system.
- Be responsible for purchasing and inventory maintenance.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance and supervision.
- Interpret, apply, and explain the policies and procedures of the department where assigned.
- Perform fiscal, account, and budget recordkeeping.
- Operate a computer, using word-processing and other software as appropriate.
- Operate and use office equipment.
- Deal tactfully and courteously with other County staff, the public, and other government agencies, providing information and responding to concerns about the Department and/or program where assigned.
- Establish and maintain cooperative working relationships.
- Explain and apply policies, procedures, and regulations governing program operations.

OFFICE SUPERVISOR - 4

Ability to – Continued:

- Exercise good judgment when organizing, directing, prioritizing, and supervising unit activities.
- Train, supervise, evaluate, and discipline subordinate staff.
- Provide effective oral and written instruction to others.
- Quickly and accurately enter and retrieve data using an automated data system.
- Establish and maintain effective working relationships.
- Listen attentively and understand written and verbal information provided.
- Establish long-range objectives, goals, and strategies.
- Develop forms and letters.
- Maintain composure and react professionally.

Training and Experience:

Qualifications needed for this position:

Four (4) years of increasingly responsible office and administrative support assistance experience, preferably including at least one (1) year in a supervisory or lead position.

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.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Sharon Sousa, LMFT, Director

DATE: January 29, 2024

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded 1.0 FTE Behavioral Health Office Supervisor

Recommendation

Approve the filling of allocated position of 1.0 FTE Office Supervisor within Department 70570, which was already allocated and funded in the 2023-2024 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Office Supervisor position which was created due to resignation. The position will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

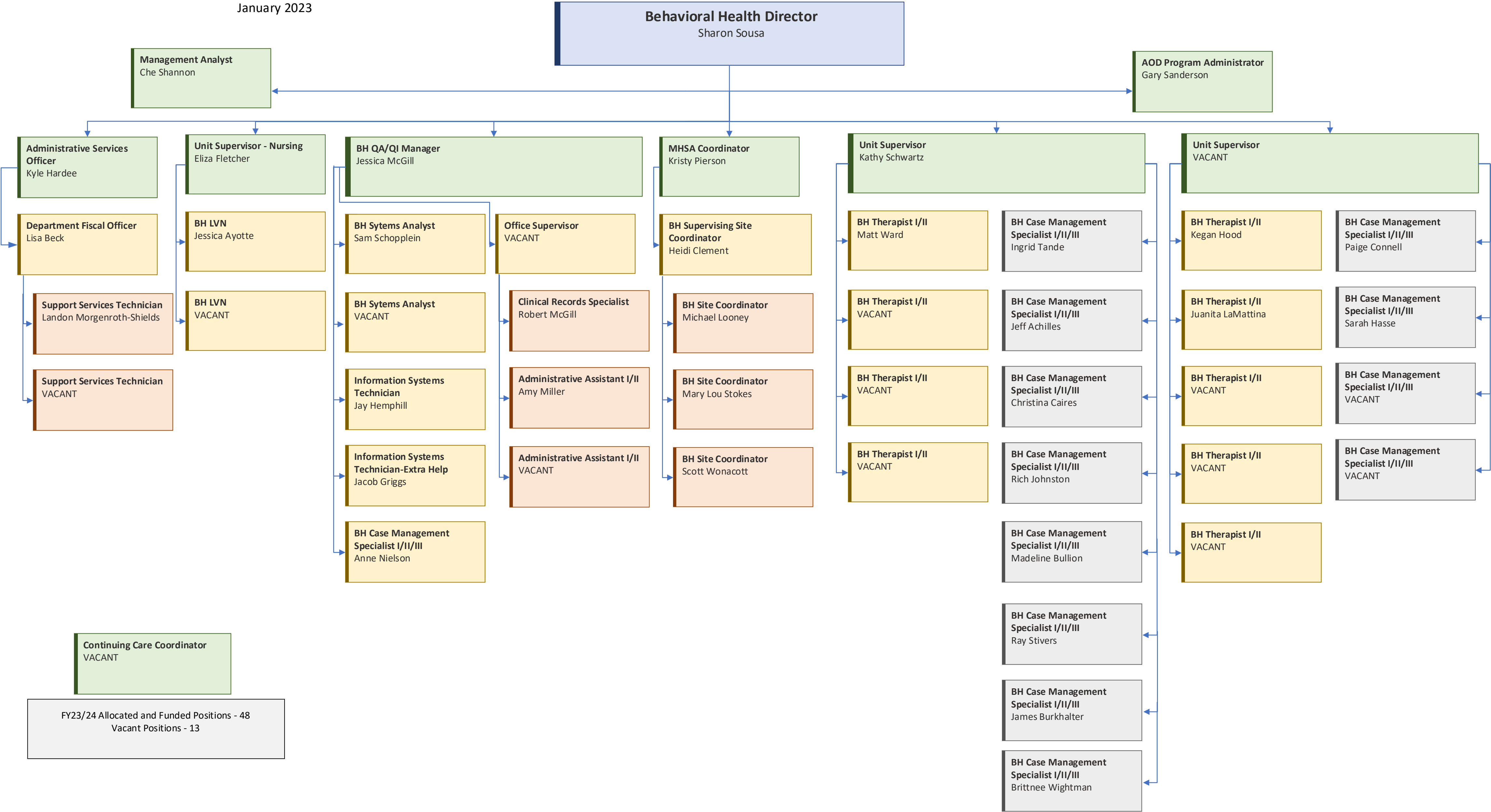
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Office Supervisor position is a legitimate business need due to the assistance in claiming revenue and grant management within the Behavioral Health Department.
- Why is it critical that this position be filled at this time? The main function of this position is covering a wide range of required office duties, such as assisting the Director, ASO and Department Fiscal Officer in financial matters and grant requirements.
- How long has the position been vacant? The former Office Supervisor will vacate the position on February 9, 2024.
- Can the department use other wages until the next budget cycle? Other wages could be used; however, a permanent employee in this position is crucial to the department's ability to provide consistent assistance to the Director, ASO and Department Fiscal Officer.
- What are staffing levels at other counties for similar departments and/or positions? Behavioral Health departments of similar size use a comparable number of Office Supervisors, Administrative Assistants, Fiscal Technicians, and Legal Secretaries.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of claims and related accounting documents and time sensitive grant requirements would be negatively impacted without the Office Supervisor's assistance.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is potential for the Behavioral Health Department to suffer the loss of revenue funds without the assistance of the Office Supervisor who tracks revenue along with billing responsibilities and expenditure reconciliation.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
None
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No

- Does the budget reduction plan anticipate the elimination of any of the requested positions? No.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? There is no fiscal impact on the general fund.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes, Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

Plumas County Behavioral Health Department

Organizational Chart
January 2023





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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action.

Recommendation:

Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action.

Background and Discussion:

Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action. The last update to this policy was October 2013.

Action:

Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Revised agenda submittal policy

BOARD OF SUPERVISORS' POLICY FOR AGENDA PREPARATION AND SUBMITTAL

I. INTRODUCTION AND GOALS OF AGENDA REVIEW PROCESS:

The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a department's board item and supporting materials, the issue should be self-explanatory and complete.

II. DEADLINES:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m.

If the Monday deadline falls on a holiday, the deadline will be the Friday before the Holiday. A reminder will go out if the deadline changes for any reason.

For special meetings, the times vary, and you should check with the Clerk of the Board.

If your matter is "urgent", meaning that the need for Board action was discovered after the deadline and that the item cannot wait until the next Board meeting, reach out to the Clerk of the Board asap. Provide background information, including why this matter is urgent, to the Clerk of the Board and the Clerk will let you know when to be present at the meeting to discuss this item.

III. HOW TO PLACE AN ITEM ON THE AGENDA:

1. Submit your item into Civic-Clerk, step-by-step training attached as "Attachment A" that includes a link to the training video.
2. The memo will automatically be generated by Civic-Clerk and the fields should include the following elements:

- (i) Recommendation – provide what you are recommending the Board to do.

For example: "Approve and authorize chair to sign agreement between Plumas County Department and Contractor for...."

- (i) Background – provide historical background on the item, if available, what this item will accomplish if approved, whether the board has considered this action previously, and any other

relevant information. If the item was required to be reviewed by another department(s), please indicate which department(s) and if they approved.

(ii) Action – provide what action you would like the board to take.

(iii) Fiscal Impact – provide whether this item has impact to the General Fund or not, whether it was approved in the current fiscal year's budget; if there is no General fund impact, what funds are being used to fund the item (i.e.. Grants, road tax, etc.); if the item is unbudgeted, it will require a 4/5ths roll call vote (4/5ths roll call vote must be under departmental matters).

3. Please provide one single-sided original (or however many you need for original

signature) with 5 double sided copies of backup material.

4. All supporting backup material must be submitted to the Clerk of the Board no later than 12:00 p.m. the Wednesday before the meeting. Any item without supporting backup material provided to the Clerk by this deadline will be pushed to the next regular meeting of the Board.

IV.SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:

These items require special processing before being placed on the agenda.

1. Agreements/Contracts, MOUs, and Leases:

One original copy (or however many copies you require) of any agreements, contracts, MOUs, or leases must be attached to the agenda backup material. Original signatures must be on the original document, **all signatures** are required prior to bringing it to the Board for final execution (the Board Chair will be the last signature on the document). The original will be returned to the department with a note to scan and email a fully executed copy to the Clerk as soon as possible. The Clerk of the Board will keep an electronic signed document for the County's records.

2. Ordinances and Resolutions:

Attach only one original ordinance or resolution as there can be only one original document. Once the ordinance or resolution has been processed by the Clerk, a digital copy will be provided to the department and uploaded to the County website.

If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked-up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the "strikeout" function to

highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Resolutions and Ordinances must be reviewed by County Counsel, and any other departments that may be affected, prior to the proposed ordinance or resolution being placed on the Board's agenda. For example, if the proposed ordinance imposes a new County Code violation, evaluate whether the Sheriff's Department and/or the Code Compliance Officer should review it.

3. Request for Budget Appropriation Transfer or Supplemental Budget:
Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, available on the auditor/controller's website. All required signatures shall be obtained before the agenda item is submitted into Civic Clerk. Please submit these forms to the Auditor's office by the Friday before the agenda deadline.
4. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):
These requests shall be placed under departmental matters, not on the consent agenda, and will require a four/fifths majority roll call vote.
5. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:
These requests require the approval of the Human Resources Department before submitting the agenda request. The HR department will provide the County department with the appropriate resolution.
6. Grants:
All new grant awards shall be reviewed by the Auditor's office prior to submittal to the Clerk of the Board. Reoccurring funding sources for Departments do not need to be reviewed by the Auditor's office. If specific legal questions are raised by the grant, provide all relevant documents to the County Counsel's office along with the legal question to be addressed. Most grants require a resolution that authorizes the department head to apply for, execute agreements and/or amendments, distribute funds, etc., these are also required to be reviewed by County Counsel prior to being submitted to the agenda. Also, provide copies of all contracts to be executed to the County Counsel's office for review. The Resolution along with the grant paperwork should be included in the backup material.
7. Policy Issues:
Any proposed policy must be reviewed by County Counsel and presented to Management Council for input prior to submittal to the agenda for Board approval.

The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed under department matters, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

V. SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:

1. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide one week for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for the Department to evaluate the agenda request.
2. Auditor/Controller:
 - a. **Grants**: Provide a copy of the grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least by the Thursday prior to the Agenda deadline.
 - b. **Other agenda items**: Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office by the Friday prior to the Agenda deadline.
3. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least one week prior to the agenda deadline.
4. County Counsel: Any contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the agenda deadline. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed.
5. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review.

VI. GUIDELINES FOR CONSENT AGENDA:

A department may place non-controversial or routine items on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of

Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required.

VII. AFTER THE BOARD MEETING

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved as presented or as reviewed by the Board within the motion. This will clarify whether an item in the agenda packet is the final version of a document.

VIII. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:

If an item is incomplete, it will not stay on the agenda, it will be pushed to the next regular meeting or until the item is complete; an email will be sent to the department stating what it is lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not stay on the agenda unless those Departments have approved/agreed with the item as presented (this must be included in the background field, which departments reviewed and approved/agreed to the item).

This policy has been applied consistent over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is that when an item is placed before the Board, it should be ready for the Board's action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, Ordinance Summaries, and any other questions you may have regarding the agenda process.

IX. APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS:

Greg Hagwood
Chair Board of Supervisors

Date

ATTEST:

Allen Hiskey
Clerk of the Board

ATTACHMENT A

STEPS FOR USING CIVICCLERK

- 1) Sign-in to Civic Clerk
- 2) Click on meetings on the left-hand side of the screen.

- 3) Choose which meeting you would like to add an item to and click on it.
 - a) Type and date of meeting is top center;
 - b) The cut-off for items to be added to the specific agenda is listed in the bottom left corner;
 - c) If there is an agenda, agenda packet or minutes posted for that specific meeting it will show "Public" and/or "Board" in the middle right.
- 4) Once you are in the meeting, there are two (2) drop-down menus "VIEW:AGENDA" and "CREATE", click on "CREATE", then "Item".
- 5) Under "Sections and Items" you will choose which section your item will show up under, for you it will be either "Consent Agenda" or "Departmental Matters", chose which one you need.
- 6) In the first box "create item" you will create your department section under "Agenda Item Name" example: County Counsel
- 7) You will then choose your item category from the drop-down menu "Item Category" this will be "other" since this is just your department section.
- 8) Your "Department" should already be in this box, if not find your department in the drop-down menu.
- 9) Click "Create and add new".
- 10) This time under "Sections and Items" you will look for your department's name.
- 11) "Agenda item name" will be what you are requesting the Board to do. There is a drop-down menu "text snippets" where there have been language templates made so all you have to do is fill in the blanks. Choose whichever one you are submitting and fill in the information. (If you need an additional text snippet created, let the Clerk or Deputy Clerk know)
- 12) You will then choose your item category from the drop-down menu "Item Category" which is the type of submission you have, i.e.: contract, resolution, ordinance, etc. and click "create item".
- 13) You should now be in "Item Fields".
- 14) Scroll down to where you select "Department presenter" and "from:" select your department head for the department presenter section (do this for

departmental matters only) and you for the from section (both consent and departmental matters).

15) Scroll down more and you will complete the “other details” section just like you would for a department generated memo, copy, and paste or just type into Civic Clerk. In the “Fiscal Impact” section please make sure you say whether it has a General Fund Impact and whether it was budgeted in the current FY’s budget. If there is No General Fund Impact please state where the funding comes from i.e. grants, taxes, etc. (there are text snippets available for this required language as well).

16) Once all sections have been completed, click “save item”.

17) Click on the drop-down menu “View: Item Fields” and choose “Item files”.

18) “Item Reports” is where everything you typed on the last screen will auto populate. Click “create/upload report” all of these sections will be Memorandum, check the “include in packet” box and “create file”. Please click on the green circle arrows to generate your memo in the agenda.



19) “Attachments” is where you will upload your back-up documentation. Click “add attachments”, make sure yes is selected for “Show link in public portal” non-confidential is checked, then drag and drop your files and click add attachment. **There is a “required documentation” section below.

20) Once you have your memo created and attachments attached, click on “Start approvals”, this will initiate the approval process for your submission.

21) Repeat all these steps to add another item.

There is a video training as well: <https://www.youtube.com/watch?v=At0IPNi8UhA>

****Required documentation (other than memo)****

Contract/Agreement/MOU/Lease – County Counsel “approved as to form”
contract/agreement/MOU/Lease

Amendment to contract/agreement/Lease - County Counsel “approved as to form” amendment to contract/agreement & the original contract/agreement/Lease (if there are more than 1 amendment, please include original and all amendments)

Ordinance – County Counsel “approved as to form” Ordinance and a copy of the Notice of Hearing

Resolution - County Counsel “approved as to form” Resolution, if the resolution is authorizing someone to sign a contract/agreement, please include the contract/agreement.

Budget Transfers – Budget transfer forms “approved” by the Auditor/Controller

Recruitment – Critical staffing questionnaire, job description, department organizational chart

Position allocation – this is a resolution, so follow the rules for a resolution above.



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

Background and Discussion:

Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

Action:

Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 01-02-2024
2. Minutes 01-09-2024
3. Minutes 01-16-2024
4. Special Meeting Minutes 01-23-2024



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 JANUARY 2, 2024

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood requested that Item 3.B.1. be moved to the Consent Agenda.

Supervisor Engel requested that Item 6.E. be removed from the agenda. The request was not approved.

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.

Chair Hagwood read an email from Mark M. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18051>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

No Report Provided.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. BUSINESS AND ECONOMIC RECOVERY

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

Mr. Koble presented a handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18052>

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided.

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.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

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

No Report Provided.

H. PUBLIC HEALTH AGENCY - Dana Krinsky

- 1) Active Shooter Full Scale Exercise Video Presentation by Lori Beatley, Coordinator for Plumas County Public Health Agency Emergency Preparedness Programs.

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 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. FACILITY SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and API Group Life Safety USA LLC. dba Delta Fire Systems; effective November 1, 2023; not to exceed \$12,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD DEPARTMENT

- 1) Approve and authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant one (1) FTE Lead Power Equipment Mechanic in the Quincy Maintenance Shop, due to resignation; (No General Fund Impact) funded by gas tax.
- 2) Approve and authorize Chair to sign on-call maintenance agreement between Plumas County Public Works and McGarr Excavation, Inc., Dig It Construction, Inc., and Turner Excavation, Inc. for 2024 On-Call Snow Removal in the event of heavy prolonged snow where understaffed road crews have maxed out their time; effective January 2, 2024; not to exceed \$200,000 each agreement; (No General Fund Impact) funded by gas tax; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Plumas County Public Health Senior Transportation and Quincy Tow Service and Repair, Inc. to provide automotive repair services; both effective July 1, 2023; both not to exceed \$9,000.00; (No General Fund Impact) Funds: 70560,20640 & 20480; approved as to form by County Counsel.

D. HUMAN RESOURCES

- 1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Payroll Specialist I/II; due to resignation; effective January 2, 2024; (General Fund Impact) as approved in (FY23/24) budget.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY TRANSPORTATION COMMISSION

- 1) Approval of Letter of Support for the Plumas County Transportation Commission's application for the Caltrans Sustainable Transportation Planning Grant to develop the Plumas County Electric Vehicle Charging Infrastructure Master Plan

This item was moved at the request of the Chair, and approved on the Consent Agenda.

C. ADJOURN AS THE PLUMAS COUNTY TRANSPORTATION COMMISSION AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to provide County network security; effective January 11, 2024; not to exceed \$41,330.00; (General Fund Impact) as approved in the FY23/24 budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to provide County network security; effective January 11, 2024; not to exceed \$41,330.00; (General Fund Impact) as approved in the FY23/24 budget; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize Information Technology to dispose of the 1997 Subaru Legacy, a fixed asset that fully depreciated in 2005, and donate the vehicle to the volunteer fire department;(No General Fund Impact).

Motion: Approve and authorize Information Technology to dispose of the 1997 Subaru Legacy, a fixed asset that fully depreciated in 2005, and donate the vehicle to the volunteer fire department;(No General Fund Impact)., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. PLUMAS COUNTY PUBLIC WORKS/ROAD DEPT. - John Mannle

- 1) Public Works respectfully requests direction from the Board of Supervisors on an Encroachment Permit to the United States Forest Service, Lake Almanor Ranger District, to remove snow along a portion of County Road 308 Humboldt Road and CR 307 Humbug Road for timber removal purposes. (No General Fund Impacts); discussion and possible action.

Handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18049>
<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18050>

This item will be brought back at a later date following discussion between Public Works and the Forest Service.

Public Comment - Hillslider Snowmobile Club commented on wanting to know where the "star" on the map was located since he couldn't visibly see it.

Email from John M. (Public Works) to Hillsliders Snowmobile Club: The Lassen NF has a cut-off date for 2/15/2024 for work in that area because of bird nesting. They want to continue to chip hazard trees (that have already been fallen) along CR 307 (Humbug Road) until that date. Their request is because if they don't work until that date, all work will be suspended between 2/15/2024 and next September because of bird nesting. At that point, they feel the trees will not be in any condition to chip.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

B. Receive presentation from Tilson Technology on the Draft Broadband Strategic Plan for Plumas County; discussion only.

Bob M. (CEO Plumas Sierra Rural Electric) handout.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18053>

6. BOARD OF SUPERVISORS

A. Designate Chair and Vice Chair of the Plumas County Board of Supervisors; effective January 2, 2024; discussion and possible action. **Roll call vote**

Motion: Elect Supervisor - District 4 Hagwood to Chair and Supervisor - District 5 Ceresola to Vice Chairman; effective January 2, 2024; **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 = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Accept December 14, 2023, resignation of Sara James as Interim County Counsel, effective January 2, 2024, returning to Deputy County Counsel III position; discussion and possible action.

Motion: Accept December 14, 2023, resignation of Sara James as Interim County Counsel, effective January 2, 2024, returning to Deputy County Counsel III position; discussion and possible action.,

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

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. APPOINTMENTS

1) Appoint Joshua Brechtel Deputy County Counsel III as Interim County Counsel; discussion and possible action.

Motion: Appoint Joshua Brechtel Deputy County Counsel III as Interim County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Appoint Michael Victor Coelho as the Building Director, as recommended; discussion and possible action.
- Motion:** Appoint Michael Victor Coelho as the Building Director, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 3) Appoint Jeff Engel, Supervisor District 5 to the Solid Waste Hearing Panel, as recommended.
- Motion:** Appoint Jeff Engel, Supervisor District 5 to the Solid Waste Hearing Panel, as recommended., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 4) Appoint Bill Davies to the Solid Waste Hearing Panel, as recommended.
- Motion:** Appoint Bill Davies to the Solid Waste Hearing Panel, as recommended., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 5) Appoint Jerry Sipe to the Solid Waste Hearing Panel, as recommended.
- Motion:** Appoint Jerry Sipe to the Solid Waste Hearing Panel, as recommended., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 6) Appoint JoDee Read to Plumas County's seat on the Partnership HealthPlan of California Commission for a term of (4) four years, as recommended.
- Motion:** Appoint JoDee Read to Plumas County's seat on the Partnership HealthPlan of California Commission for a term of (4) four years, as recommended., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. TREASURER/TAX COLLECTOR - Julie White

- 1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; discussion and possible action.
- Motion:** Bring item back in three weeks to give Ms. White's attorney time to look for case law regarding this item, **Action:** Approved, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
- Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
- Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) 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**

This item was not approved at this time, the Board has decided to wait until January 16, 2024, to make a decision on this item.

- 3) Approve the Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action

Motion: Bring this item back on January 16, 2024; giving time for PFM, Treasurer/Tax Collector and County Counsel time to update/revise Investment Policy and Guidelines, **Action:** Approved, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

- E. County Administrator's response to Treasurer/Tax Collector items 6.D.(1-3)

CAO Lucero read her responses to the Treasurer/Tax Collector items 6.D.(1-3).

F. CORRESPONDENCE

Supervisor Goss received no correspondence.

Supervisor Hagwood received no correspondence.

Supervisor Engel received no correspondence.

Supervisor McGowan received no correspondence.

Supervisor Ceresola received no correspondence.

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

No Weekly Reports Received.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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.
- B. 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

- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (2 cases) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

8. ADJOURNMENT

Adjourned meeting to Tuesday, January 9, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



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 JANUARY 9, 2024

STANDING ORDERS

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

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

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ZOOM Participation

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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 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

Excused: Supervisor - District 2 Goss

PLEDGE OF ALLEGIANCE

George T. 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

T. Stout - handout regarding vested mining. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18063>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns - updated on Senate Bill 2 (regarding CCW Permits)

K. Allred (Probation) - updated on Vicitim Witness's office move went well. CAO Lucero thanked Keevin for his efforts regarding Victim Witness.

J. Mannle (Public Works/Road Dept) - updated on having numerous vacancies in his department.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. BUSINESS AND ECONOMIC RECOVERY

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

Mr. Koble (handout) <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18064>

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

Martee G. Auditor/Controller updated on Client First Meeting 01-11-2024. Munis status calls are halted until further notice. Currently working on the FY21/22 audit with Smith & Newell.

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.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

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

No Report Provided.

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 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Excused: Supervisor - District 2 Goss

A. FACILITY SERVICES

1) Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce's Groundhog Fever Festival event scheduled for February 3, 2024.

2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. for repairs needed to the elevator at the Permit Center to put it back into service; work to be completed by March 31, 2024; not to exceed \$46,332.97; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

B. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in December of 2023, as submitted.

C. AUDITOR/CONTROLLER

- 1) Authorize the Auditor Controller to allow extra-help employee #100698 to work more than 29 hours per week as needed for 90 days from January-March 2024; not to exceed 1560 hours per 12-month period (November 1- October 31); No General Fund Impact, approved in FY 23/24 budget.

D. COUNTY COUNSEL

- 1) Approve and authorize County Counsel to recruit and fill Extra Help Paralegal I position; (General Fund Impact) wages covered in FY23/24 budget.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and Sierra Valley Groundwater Management District (SVGMD) for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project ; effective January 9, 2024; not to exceed \$1,220,000; (No General Fund Impact) funded through agreement with SVGMD; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and Sierra Valley Groundwater Management District (SVGMD) for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project ; effective January 9, 2024; not to exceed \$1,220,000; (No General Fund Impact) funded through agreement with SVGMD; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Excused: Supervisor - District 2 Goss

C. ADJOURN AS THE PLUMAS COUNTY FLOOD & CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project Program; effective upon final signature and renewed annually without further action; not to exceed \$4,000.00 per year; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project Program; effective upon final signature and renewed annually without further action; not to exceed \$4,000.00 per year; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Excused: Supervisor - District 2 Goss

- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services as a part of Probation's Juvenile Justice Plan Afterschool pilot program; effective upon final signature and renewable annually without further action; not to exceed \$4,900.00; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services as a part of Probation's Juvenile Justice Plan Afterschool pilot program; effective upon final signature and renewable annually without further action; not to exceed \$4,900.00; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Excused: Supervisor - District 2 Goss

Public Comment: Mr. Koble spoke regarding truancy going up 50%.

- 3) Approve and authorize two FTE Probation staff employees (#100983, #100922) to switch to a four-ten workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU; Effective January 14, 2024; discussion and possible action.

Motion: Approve and authorize two FTE Probation staff employees (#100983, #100922) to switch to a four-ten workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU; Effective January 14, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Excused: Supervisor - District 2 Goss

B. FACILITY SERVICES - Robert McAdams

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023; There is no GF impact as the Airports are a commercial enterprise of Plumas County and supported by their own revenue; this is the master agreement that will be referenced for all future supplemental service agreements; not approved by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023; There is no GF impact as the Airports are a commercial enterprise of Plumas County and supported by their own revenue; this is the master agreement that will be referenced for all future supplemental service agreements; not approved by County Counsel. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Excused: Supervisor - District 2 Goss

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero - written handout report; <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18061>
Public Comment - Mr. Koble spoke regarding some TOT properties not being in compliance.
Public Comment - Mr. Foster spoke regarding how much of the TOT tax was missing.

B. Presentation - PG&E Hydro Projects in Plumas County; discussion only

This item to be rescheduled at the request of the presenter.

6. BOARD OF SUPERVISORS

A. Review current 2024 Plumas County Boards & Commissions; discussion and possible action.

Review current 2024 Plumas County Boards and Commissions; discussion and possible action. **Motion:** Supervisor - District 3 McGowan to be an alternate on the NORCAL EMS Board.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Excused: Supervisor - District 2 Goss

B. APPOINTMENTS

- 1) Appoint Katherine Miller-Sturley to the Greenhorn Community Services District, as recommended; discussion and possible action.

Motion: Appoint Katherine Miller-Sturley to the Greenhorn Community Services District, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Excused: Supervisor - District 2 Goss

C. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding access to recycling bins at the Quincy Transfer Station.

Supervisor Engel received no correspondence.

Supervisor McGowan received no correspondence.

Supervisor Ceresola received no correspondence.

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

No Reports Provided.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Risk Manager: Quarterly Risk Control Program Status Report
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3 Public Works, Public Works Mid-Management Unit; 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 – 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)

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

8. ADJOURNMENT

Adjourned meeting to Tuesday, January 16, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



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 JANUARY 16, 2024

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood requested that Item 3.E.1 be removed 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.

George T. - offered prayer

Adam C. - commented on Chester tax measures, and receiving needed information from M. DeMartile.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

S. Sousa - (Behavioral Health Director) updated the Board due to community feedback on concerns. I just wanted to announce we are not moving forward with our partner Rural Communities Housing Development Corporation (RCHDC) on the low-income housing units, that Behavioral Health would have had 15 out of the 32 units, on the corner of Fairgrounds Rd. However, we are continuing the partnership to secure a smaller unit/units somewhere in Plumas County. We hope our community partners will support us in our efforts, as housing our SMI population is a state mandate.

M. DeMartile (County/Clerk Recorder) - updated the Board that her department is heavily preparing for the upcoming Presidential Primary Election, which is party preference. Ballots will be mailed out on February 5, 2024.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. BUSINESS AND ECONOMIC RECOVERY

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

Mr. Koble (handout) <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18078>

Supervisor District 2 - Goss updated the Board on his recent visit to Washington, DC to support Bill HR4970 (Protect Innocent Victims of Taxation After Fire Act).

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

P. Joseph - Updated the Board on the community meeting that will be held on 1/20/2024, hosting local contractors, update from Greenville Schools Superintendent, community block grant.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero - updated the Board regarding the recent Client 1st meeting was successful. They had found 45 errors, and are trying to schedule an 8-hour training session with staff.

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.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

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

CAO Lucero - updated on a meeting with M. Graham (Auditor/Controller) this morning regarding moving forward with the budget process, which is being done offsite.

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 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 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**

Motion: Adopt [**RESOLUTION No. 24-8886**](#) 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, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

CAO Lucero - Reminded the Board that this item was already in the FY22/23 but did not make it into the budget book.

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**

Motion: Adopt [RESOLUTION No. 24-8887](#) 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, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 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.

Motion: Approve for Planning Director to utilize option #3 in Memorandum for funds disbursement. 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. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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**

This item has been moved to February 6, 2024, at the request of the Chair.

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**

Motion: Bring item back on February 6, 2024, for further discussion; possible action. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

- 2) Approve the Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action

Motion: Bring item back on February 6, 2024, for further discussion; possible action. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

- 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.**

Motion: 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.**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: 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 February 13, 2024; 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 February 13, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, 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 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.

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 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:** Approve, **Moved by** None, **Seconded by** None.

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

Yes: Supervisor - District 1 Ceresola, 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; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; 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; recommendation to continue the emergency and bring back within 60 days, on March 12, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. APPOINTMENTS

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

Motion: Appoint Jeff Glick to the Plumas Eureka Community Services District, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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.

D. Hollister - (DA) handed out information regarding the Brown Act.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18079> and commented on the emails.

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

Supervisor Goss gave his report during Updates and Reports.

Supervisor Hagwood received no correspondence.

Supervisor Engel received no correspondence.

Supervisor McGowan received no correspondence.

Supervisor Ceresola attended the EPFD meeting on January 15, 2024, concerned about fire protection. They are moving ahead with LAFCO, and seeing if they can become a part of their association.

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: 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

- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1), and of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

7. ADJOURNMENT

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



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 JANUARY 23, 2024

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

Absent: Supervisor - District 1 Ceresola

PLEDGE OF ALLEGIANCE

A. Hiskey 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.

There were no public comments received electronically prior to the meeting, and no comments during the meeting in person and on zoom.

1. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215, C091771 and Judicial Council Coordination Proceeding No. 4942.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

2. ADJOURNMENT

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



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors/County Administration Office and UBEO, West LLC, for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5850i; effective February 6, 2024, and continuing for 36 months; not to exceed \$24,378.12; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors/County Administration Office and UBEO, West LLC for the 36-month lease of a Canon ImageRunner Advance DX C5850i copy machine; effective February 6, 2024; not to exceed \$24,378.12; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Background and Discussion:

The current copy machine in the Board of Supervisors/County Administration Office is over 10 years old and in need of replacement.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors/County Administration Office and UBEO, West LLC for the 36-month lease of a Canon ImageRunner Advance DX C5850i copy machine; effective February 6, 2024; not to exceed \$24,378.12; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact; as approved in FY23/24 budget.

Attachments:

1. Canon Copier Agreement 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 **Board of Supervisors** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D, E and F attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 12/100 DOLLARS (\$24,378.12)
3. Term. The term of this agreement shall be from February 6, 2024, through February 5, 2027, 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

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CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

County:

Board of Supervisors
County of Plumas
520 Main Street Room 309
Quincy, CA 95971
Attention: Allen Hiskey, Clerk of the Board

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Todd Rhoden, MBA

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

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

UBEO WEST, LLC

By: _____

Name: John Fortino

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair

Date signed:

Attest:

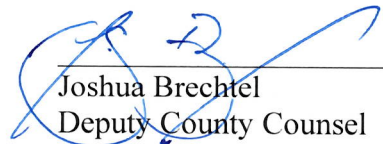
By: _____

Name: Allen L. Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide new Canon ImageRunner Advance DX C5850i (50ppm B&W & Color (PCL, PS3, UFR11 network print, color scan to file and email).

Accessories to include:

100 Sheet Single Pass Duplexing Document Feeder
Color Universal Send (Scan to File and Email)
PCL,PS3, UFR11 Network Print
Super G3 Fax Board AX1
Cassette Feeding Unit-AQ1
Buffer Pass P2
Staple Finisher AB2
2/3 Hole Punch A1
SURGE PORT 120/20SPS Net
Set-up and delivery (and removal of old copier)

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

EXHIBIT B

Fee Schedule

1. County shall pay \$677.17 monthly for a term of 36 months broken up as follows:

- a) County shall pay \$558.53 per month to lease one (1) Canon ImageRunner Advance C5850i.

- b) County shall pay \$118.64 per month for maintenance on one (1) Canon ImageRunner Advance C5850i print/copy/scan to folder to include up to 3,384 (monthly) 11,502 (quarterly) black and white images and 1,667 (monthly) 5,001 (quarterly) color images per quarter on the equipment covered by this Agreement. County shall pay an additional \$0.0079 per quarter for black and white images over 11,502 and \$0.0530 per quarter for color images over 5,001.

County shall own the Canon ImageRunner Advance C5350i at the end of the 36 month term with a \$1.00 buyout.

2. Service and supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.
3. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.
4. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
5. When Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate, and shall instead be charged at Contractor's then-current rates for such service calls.

Exhibit C

Offer Summary-Leasing Finance Disclosure

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



CANON FINANCIAL SERVICES, INC.

OFFER SUMMARY

Lease Financing Disclosure

Funding Provided	17,399.57	This is how much funding Canon Financial Services, Inc. will provide.
Annual Percentage Rate (APR)	10.23%	APR is the cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, the periodic payments you make, and the anticipated cost for you to acquire the property at the end of the lease term. Your APR is not an interest rate.
Finance Charge	2,708.51	This is the sum of lease payments and price of the purchase option that you will pay to acquire the leased goods at the end of the lease, minus the amount financed.
Total Payment Amount	20,108.08	This is the total dollar amount of payments you will make during the term of the contract (including the cost of the purchase option).
Payment	\$558.53/month	This is how much you will pay each month. The Payment amount does not include any monthly costs related to maintenance, service and supplies, or per image charges. The Payment amount does not include sales tax.
Term	36	
Prepayment	If you pay off financing before the end of the term, you will be required to pay all of the unpaid finance charge.	
	If you pay off financing before the end of the term, you must pay additional fees or charges, including, you will be required to pay all of the remaining Payments, plus any applicable taxes, expenses, charges and fees.	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

Recipient Name: County of Plumas, California

Recipient Signature: _____

Authorized Signatory's Name and Title: _____

Date: _____

Application Number (For Internal Use Only): 1970371

EXHIBIT D

Municipal Fiscal Funding Addendum

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

Municipal Fiscal Funding Addendum

Lessor's Application Number:

Lessor's' Agreement Number:

Agreement Date:

GOVERNMENTAL ENTITY

Complete Legal Name

(“Customer”)

THIS MUNICIPAL FISCAL FUNDING ADDENDUM (“ADDENDUM”) WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the “Agreement”) until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Lessor _____

Customer _____

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

EXHIBIT E

Manage Rental Agreement

CUSTOMER INFORMATION

Bill To Full Customer Legal Name County of Plumas, California dba Board of Supervisors			Contact Person Allen Hiskey	Installation Site Key Operator
Street Address 520 Main St Rm 309			Title Clerk of the Board	Title
Box/Suite/Routing			Telephone # 530-283-6170	Telephone #
City Quincy	State CA	Zip Code 95971	Facsimile #	Facsimile #
Installation Address (if different from above)			e-mail allenhiskey@countyofplumas.com	e-mail

EQUIPMENT INFORMATION

Quantity	Make	Item	Description (or Accessories)
1	1	Canon	C5850i
2			
3			
4			
5			
6			
7			
8			

Payment	\$677.17	Term (Months)	36 (\$1 Buyout)
Payment Frequency	Monthly	Image Meter Reading Frequency (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	3,834	Excess Per Image Charge (B&W)	.0079
Color Image Monthly Allowance	1,667	Excess Per Image Charge (Color)	.053
Linear Feet Monthly Allowance		Excess Per Image Charge (Linear Feet)	
xMedius Page/DID Monthly Allowance		xMedius Excess Per Page/DID Charge	
Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included. BLACK Supplies Included <input type="checkbox"/> NO COLOR Supplies Included <input type="checkbox"/> NO			

AGREEMENT NUMBER	All amounts exclusive of applicable taxes THIS AGREEMENT CANNOT BE TERMINATED EARLY.	SALES REPRESENTATIVE Todd Rhoden
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Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) included:		
A	B	C

Meters	<input checked="" type="checkbox"/> UDCA <input type="checkbox"/> Fax <input type="checkbox"/> e-Mail	Meter Contact	e-Mail	Fax#
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During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE
OWNER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: County of Plumas, California dba Board of Supervisors	Federal Tax ID:	Owner: UBEO WEST, LLC
By (Please Print):		By:
Signature:		Signature:
Title:	Date:	Title: Date:

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print):	Title:
Signature:	Date:

UMANAGE RENTAL AGREEMENT

TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay \$35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO WEST, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO WEST, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink

are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO WEST, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO WEST, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT F

Addendum to Agreement for application #1970371

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

Addendum to Agreement for application # 1970371

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:


Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC By: _____ Title: _____ Date: _____ 	County of Plumas, California By: _____ Printed Name: _____ Title: _____ By: _____ Printed Name: _____ Title: _____
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PLUMAS COUNTY COUNTY COUNSEL MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Counsel and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C3930i; effective February 6, 2024, and continuing for 36 months; not to exceed \$15,000.00; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C3930i; effective January 16, 2024, and continuing for 36 months; not to exceed \$15,000.00; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Background and Discussion:

County Counsel's current copier/scanner/printer is old and out of date, and you can no longer purchase replacement parts for it or download a driver that allows it to work properly. We have requested quotes from a couple of different vendors and felt UBEO West, LLC was our best option and had exactly what we needed for the right price.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C3930i; effective January 16, 2024, and continuing for 36 months; not to exceed \$15,000.00; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:

1. UBEO Canon Copier Agreement 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 Counsel** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D, E and F, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen thousand and 00/100 dollars (\$15,000.00)
3. Term. The term of this agreement shall be from February 6, 2024, through February 5, 2027, 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

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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

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CONTRACTOR INITIALS



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

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

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

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

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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.

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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 Counsel
County of Plumas
520 Main Street Room 115
Quincy, CA 95971
Attention: Kristina Rogers, Paralegal

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Todd Rhoden, MBA

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

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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.

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

CONTRACTOR:

UBEO WEST, LLC

DocuSigned by:

By: _____

John Fortino

Name: John Fortino

Title: Chief Financial Officer

Date signed: 1/25/2024

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair

Date signed: _____

Attest:

By: _____

Name: Allen L. Hiskey

Title: Clerk of the Board

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

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EXHIBIT A

Scope of Work

1. Contractor shall provide one (1) new Canon ImageRunner Advance DX C3930i; B&W & Color; print, copy, scan to folder.
2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

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EXHIBIT B**Fee Schedule**

1. County shall pay a total of \$338.41 monthly for a term of 36 months broken up as follows:

- a) County shall pay \$275.91 per month to lease one (1) Canon ImageRunner Advance DX 3930i.

- b) County shall pay \$62.50 per month for maintenance on one (1) Canon ImageRunner Advance DX 3930i print/copy/scan to folder to include up to 2,500 monthly black and white images (7,500 quarterly) and 500 monthly color images (1,500 quarterly) on the equipment covered by this Agreement. County shall pay an additional \$0.0112 per quarter for black and white images over 7,500 and \$0.069 per color images over 1,500.

County shall own the Canon ImageRunner Advance DX 3930i at the end of the 36 month term with a \$1.00 buyout.

2. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.
3. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.
4. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
5. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate, and shall instead be charged at Contractor's then-current rates for such service calls.

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EXHIBIT C

Offer Summary-Leasing Finance Disclosure

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CANON FINANCIAL SERVICES, INC.

OFFER SUMMARY

Lease Financing Disclosure

Funding Provided	8,595.27	This is how much funding Canon Financial Services, Inc. will provide.
Annual Percentage Rate (APR)	10.23%	APR is the cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, the periodic payments you make, and the anticipated cost for you to acquire the property at the end of the lease term. Your APR is not an interest rate.
Finance Charge	1,338.49	This is the sum of lease payments and price of the purchase option that you will pay to acquire the leased goods at the end of the lease, minus the amount financed.
Total Payment Amount	9,933.76	This is the total dollar amount of payments you will make during the term of the contract (including the cost of the purchase option).
Payment	\$275.91/month	This is how much you will pay each month. The Payment amount does not include any monthly costs related to maintenance, service and supplies, or per image charges. The Payment amount does not include sales tax.
Term	36	
Prepayment	If you pay off financing before the end of the term, you will be required to pay all of the unpaid finance charge.	
	If you pay off financing before the end of the term, you must pay additional fees or charges, including, you will be required to pay all of the remaining Payments, plus any applicable taxes, expenses, charges and fees.	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

Recipient Name: County of Plumas, California

Recipient Signature: _____

Authorized Signatory's Name and Title: _____

Date: _____

Application Number (For Internal Use Only): 1979428

EXHIBIT D

Municipal Fiscal Funding Addendum

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Municipal Fiscal Funding Addendum

Lessor's Application Number:
Lessor's' Agreement Number:
Agreement Date:

GOVERNMENTAL ENTITY

Complete Legal Name _____ (“Customer”)

THIS MUNICIPAL FISCAL FUNDING ADDENDUM (“ADDENDUM”) WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the “Agreement”) until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer’s signature will be treated as an original for all purposes.

ACCEPTED	
Lessor _____	Customer _____
By _____	By _____
Printed Name _____	Printed Name _____
Title _____	Title _____
Date _____	

EXHIBIT E
Manage Rental Agreement

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MANAGE RENTAL AGREEMENT

Owner: **UBEO WEST, LLC**

CUSTOMER INFORMATION

Bill To Full Customer Legal Name County of Plumas, California			Contact Person Kristina Rogers	Installation Site Key Operator
Street Address 520 Main St Rm 115			Title Paralegal	Title
Box/Suite/Routing			Telephone # 530-283-6240	Telephone #
City Quincy	State CA	Zip Code 95971	Facsimile #	Facsimile #
Installation Address (if different from above)			e-mail kristinarogers@countyofplumas.com	e-mail

EQUIPMENT INFORMATION

1	1	Canon	C3930i	
2				
3				
4				
5				
6				
7				
8				

Payment	\$338.41	Term (Months)	36 (\$1 Buyout)
Payment Frequency	Monthly	Image Meter Reading Frequency (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	2,500	Excess Per Image Charge (B&W)	.0112
Color Image Monthly Allowance	500	Excess Per Image Charge (Color)	.069
Linear Feet Monthly Allowance		Excess Per Image Charge (Linear Feet)	
xMedius Page/DID Monthly Allowance		xMedius Excess Per Page/DID Charge	
Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.			
BLACK Supplies Included <input type="checkbox"/> NO		COLOR Supplies Included <input type="checkbox"/> NO	
AGREEMENT NUMBER	THIS AGREEMENT CANNOT BE TERMINATED EARLY. All amounts exclusive of applicable taxes Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) included:		SALES REPRESENTATIVE Todd Rhoden
A	B	C	
Meters <input checked="" type="checkbox"/> UDCA <input type="checkbox"/> Fax <input type="checkbox"/> e-Mail	Meter Contact	e-Mail	Fax#

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

OWNER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: County of Plumas, California	Federal Tax ID:	Owner: UBEO WEST, LLC
By (Please Print):	Signature: <i>John Fortino</i>	By: John Fortino DocuSigned by:
Signature:	Date: 1/25/2024	Title: CFO
Title:	Date:	

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print):	Title:
Signature:	Date:

UMANAGE RENTAL AGREEMENT TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay \$35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO WEST, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO WEST, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to: parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink

are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO WEST, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO WEST, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT E

Addendum to Agreement for application #1979428

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**Addendum to Agreement
for application # 1979428**

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:


Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC <small>DocuSigned by:</small> By: <u>John Fortino</u> Title: <u>CPE</u> Date: <u>1/25/2024</u>	County of Plumas, California By: _____ Printed Name: _____ Title: _____
<div></div>	By: _____ Printed Name: _____ Title: _____



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon McKay, County Librarian
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize the Interim County Librarian to recruit and fill the vacant one (1.0) Extra-Help Courier position due to resignation.; (No General Fund Impact) as approved in the FY23/24 budget.

Recommendation:

Approve and authorize the Interim County Librarian to recruit and fill the vacant one (1.0) Extra-Help Courier position due to resignation.; (No General Fund Impact) as approved in the FY23/24 budget.

Background and Discussion:

Our current courier has resigned. This position delivers and picks up our bins between library branches on a weekly basis. This is necessary to move materials for borrowers, time-sensitive documents and reports, deposits, and other necessary items.

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

Action:

Approve and authorize the Interim County Librarian to recruit and fill the vacant one (1.0) Extra-Help Courier position due to resignation.; (No General Fund Impact) as approved in the FY23/24 budget.

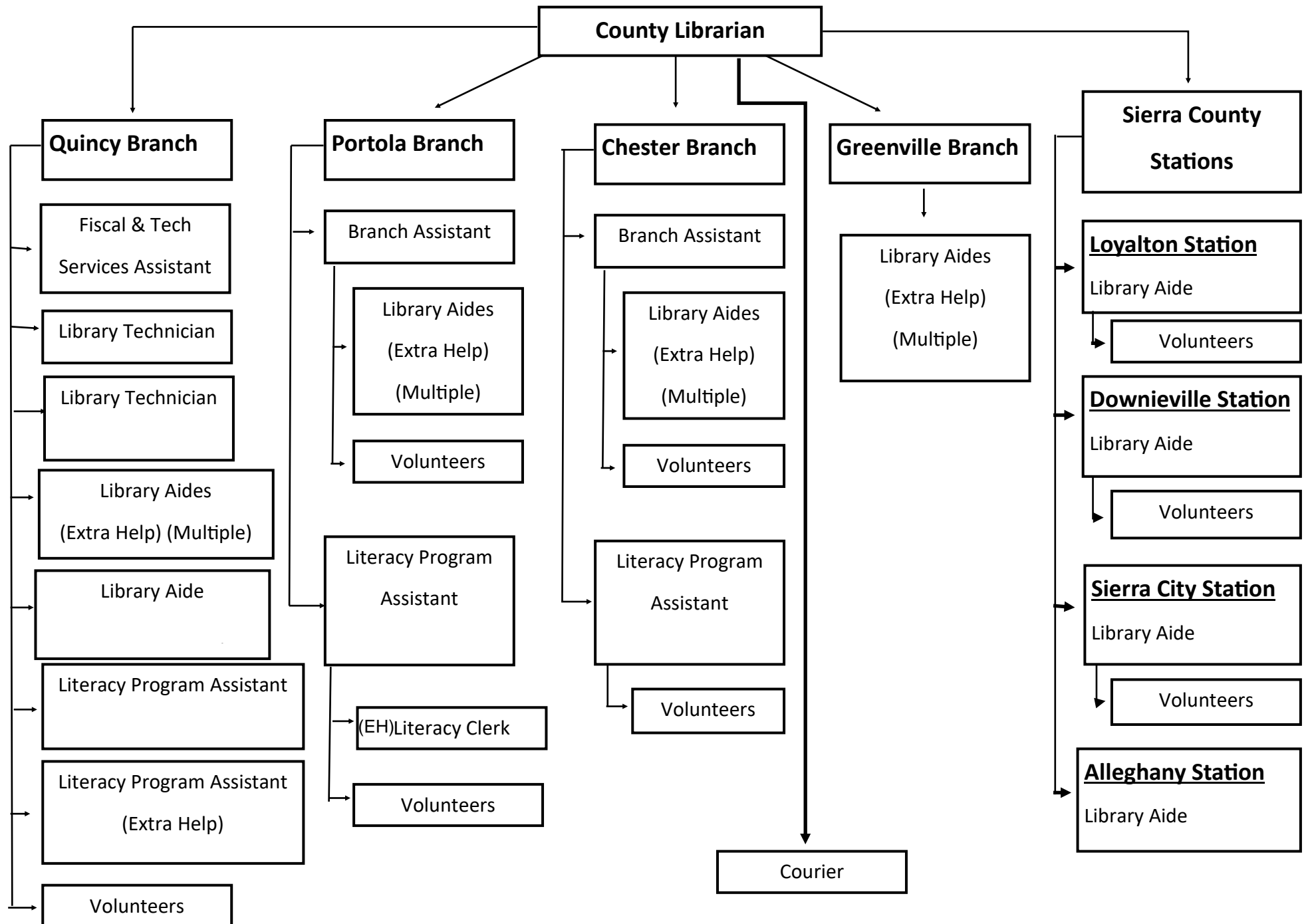
Fiscal Impact:

Other Wages to fulfill this Extra Help position have already been marked for in the library budget for 23/24FY. This position starts at \$16/hr.

Attachments:

1. Organizational Chart for Plumas County Library and Literacy System
2. Critical Staffing Questionnaire - Courier

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2023/2024

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

Yes. This position delivers and picks up our bins between library branches on a weekly basis. This is necessary to move materials for borrowers, time-sensitive and otherwise documents and reports, cash deposits, and other necessary items.

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

Our current courier resigned.

3. How long has this position been vacant?

This position has been Vacant since January 10, 2024.

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

This position is paid for by Other Wages.

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

Most libraries have some form of courier service between branches, either internal or through a third party. It is more cost effective for us to be internal.

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

We will not be able to make bin deliveries, which in turn will affect both the service provided to the community and the staffs' ability to turn in necessary documentation and deposits by their deadlines.

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

Items will have to be sent in by mail (USPS), which will create a major increase in costs as well as staff time.

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

N/A

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

No

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

No

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

The position is currently and will continue to be budgeted for under Other Wages, matching current CA minimum wage standards.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

N/A



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon McKay, County Librarian
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize the Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for the Quincy Branch.

Recommendation:

Approve and authorize the Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for Quincy Branch.

Background and Discussion:

Due to an upcoming staff resignation, Plumas County Library needs to replace the staff member to fulfill as-needed duties for Quincy Branch.

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

Action:

Approve and authorize the Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for Quincy Branch.

Fiscal Impact:

Other Wages to fill Literacy Extra Help positions were already accounted for in the Literacy budget for 23/24FY. This position starts at \$17.53/hr.

Attachments:

1. Critical Staffing Questionnaire - Literacy Program Assistant - Quincy
2. Organizational Chart for Plumas County Library and Literacy System
3. Literacy Program Assistant I Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2023/2024

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

Yes. The Library Aide position for Quincy Branch was funded for the 23/24FY budget. The Extra Help Library Aide position is vital for Library operations to continue without interruption.

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

This position is vital to the operation of the Literacy Program out of the Quincy Branch to continue with the upcoming programs, one-to-one tutoring schedules, and partnerships with other departments/community organizations.

3. How long has this position been vacant?

One staff member is moving in the next few weeks; there has not been a set move date yet.

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

This position is Extra Help and will be using Other Wages.

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

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

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

Coverage is needed to keep operations continuing.

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

Without this position filled, Quincy Literacy will need to reduce current scheduled programs.

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

N/A

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

No.

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

This position is Extra Help and is at-will. This is a General Fund dept.

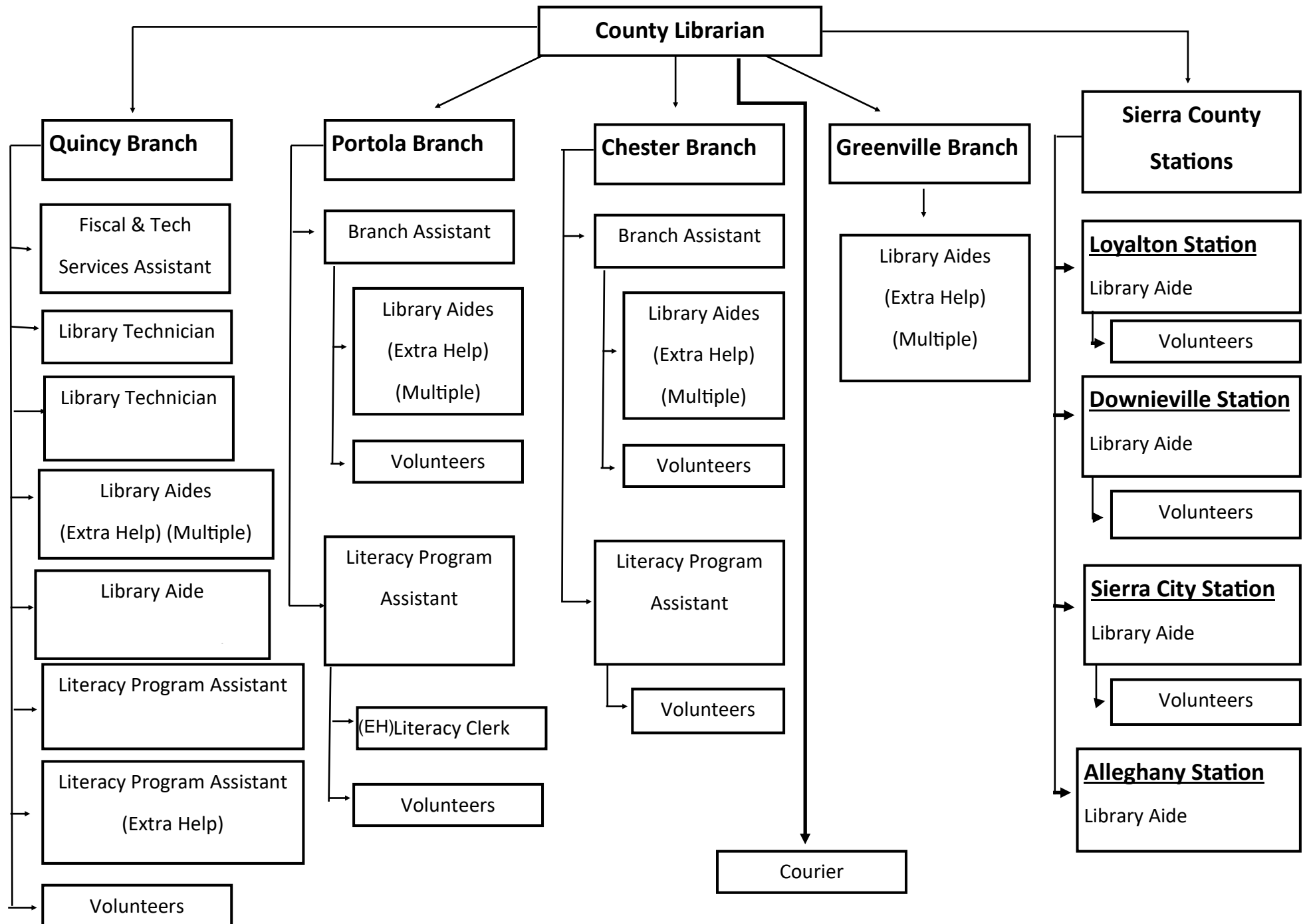
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LITERACY PROGRAM ASSISTANT I

DEFINITION

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

DISTINGUISHING CHARACTERISTICS

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

REPORTS TO

The County Literacy Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LITERACY PROGRAM ASSISTANT I - 2

EXAMPLES OF DUTIES

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office and library environments; continuous contact with staff and the public.

LITERACY PROGRAM ASSISTANT I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

Ability to:

- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

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.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon McKay, County Librarian
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Quincy Branch Library Aide position.

Recommendation:

Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Quincy Branch Library Aide position.

Background and Discussion:

Due to an upcoming staff resignation, Plumas County Library needs to replace the staff member to fulfill as-needed duties for Quincy Branch.

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

Action:

Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Quincy Branch Library Aide position.

Fiscal Impact:

Other Wages to fill necessary Extra Help positions have already been approved and marked for in the library budget for 23/24FY. This position starts at \$16.70/hr.

Attachments:

1. Critical Staffing Questionnaire - Library Aide - Quincy
2. Organizational Chart for Plumas County Library and Literacy System
3. Library Aide Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2023/2024

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

Yes. The Library Aide position for Quincy Branch was funded for the 23/24FY budget. The Extra Help Library Aide position is vital for Library operations to continue without interruption.

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

Library Aides (Extra Help) are crucial to continue Plumas County Library services. Library Aides for Quincy Branch cover duties including but not limited to front desk coverage, processing materials, programming aide, and system support. Leaving these positions vacant means other staff having to cover the duties, which leads to a decrease in their ability to complete their own workloads and therefore a decrease in services for the whole system.

3. How long has this position been vacant?

One staff member is moving in the next few weeks; there has not been a set move date yet.

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

This position is Extra Help and will be using Other Wages.

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

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

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

Coverage is needed to keep operations continuing.

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

The Branch cannot run without front desk coverage and other necessary duties. Current staff would need to cover the duties, which in turn would lead to a decrease in time and ability to do their current workloads and therefore lead to service reductions, which in turn cause a decrease of patrons.

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

N/A

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

No.

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

This position is Extra Help and is at-will. This is a General Fund dept.

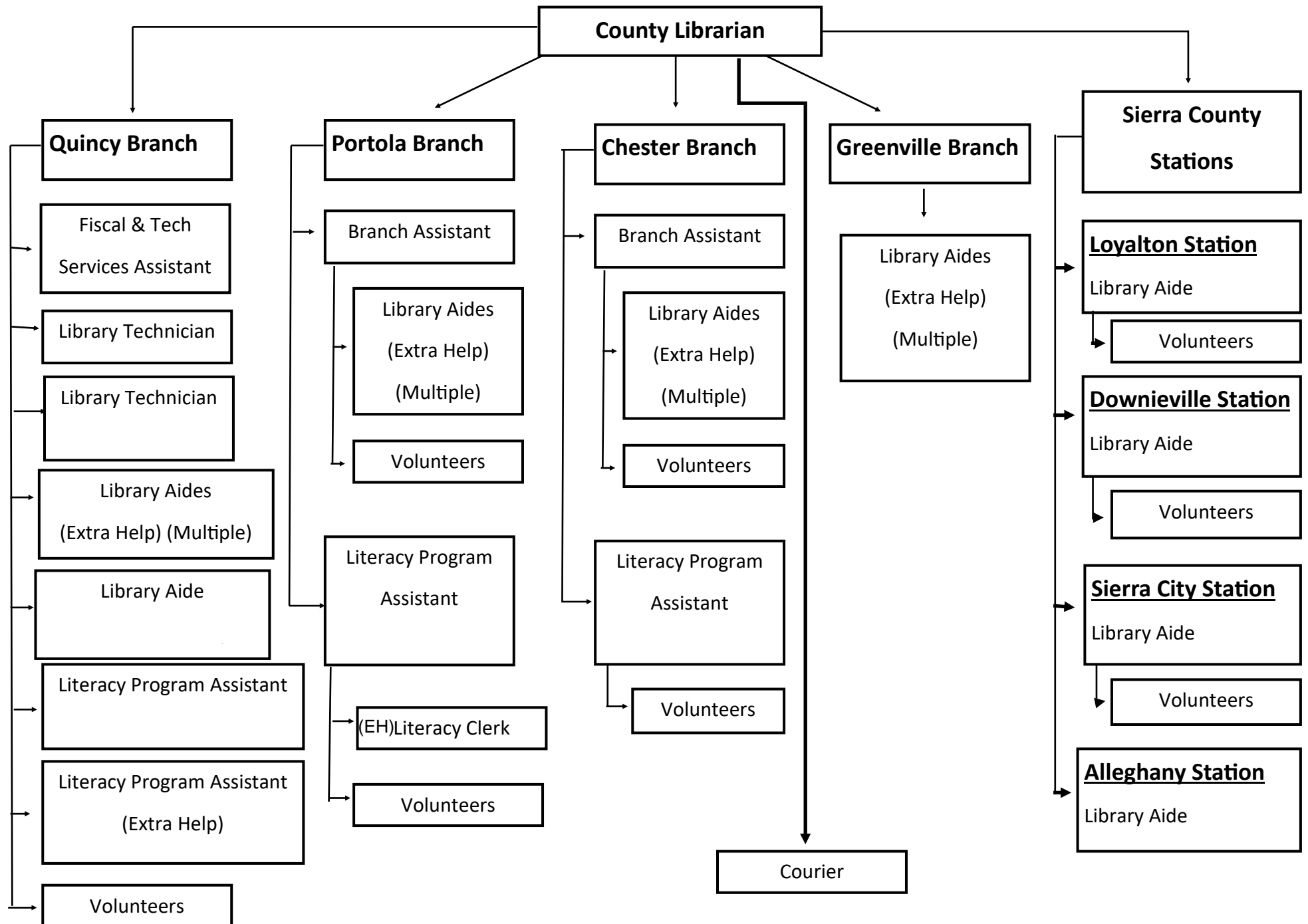
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LIBRARY AIDE

DEFINITION

Under general supervision, to perform typing, filing, and other office assistance duties; to learn perform a basic patron and circulation assistance and other support functions in the County library system; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level for Library support classifications. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance. When an incumbent has demonstrated sufficient work skills and job knowledge, they may be promoted to the Branch Library Assistant or Library Technician classifications.

REPORTS TO

County Librarian.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LIBRARY AIDE - 2

EXAMPLES OF DUTIES

- Performs a variety of office support functions for the Plumas County Library System.
- Learns library procedures and functions and provides basic patron assistance in the use of Library facilities and resources.
- Learns circulation desk procedures and policies and performs circulation desk functions such as checking out material for circulation, issuing library cards, and collecting monies for overdue and damaged books and media.
- May receive and transmit patron requests for books, media, and information.
- Compiles information for statistical summaries and reports.
- Assists with book repair and mending.
- Re-shelve returned material.
- Prepares periodicals for patron use.
- Updates collection lists and other records.
- Learns and performs a variety of Library support functions.
- Maintains account records on monies collected.
- Updates records and reports.
- Types a variety of correspondence, information, and other materials.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

LIBRARY AIDE - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures.
- Maintenance of filing and information retrieval systems.
- Mathematics.
- Public relations.

Ability to:

- Perform a variety of typing, filing, and office support assignments.
- Learn library operations, functions, and policies.
- Learn and perform circulation assistance assignments.
- Learn and perform a variety of Library support assignments.
- Make arithmetical calculations.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Establish and maintain cooperative working relationships.

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

One (1) year of general office assistance work experience or completion of office skills training courses.

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.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon McKay, County Librarian
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Library Aide position for the Greenville Temporary Location.

Recommendation:

Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Library Aide position for the Greenville Temporary Location.

Background and Discussion:

The Board approved the temporary Library Branch location in Greenville until the Bookmobile is built and delivered.

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

Action:

Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Library Aide position for the Greenville Temporary Location.

Fiscal Impact:

Other Wages to fulfill this Extra Help position have already been approved and marked for in the library budget for 23/24FY. (The unexpected difference between the 2023 pay rate of \$15.75/hr and the current position start rate of \$16.70/hr is covered by the hours reduction passed in Resolution 2023-8873 in November 2023.)

Attachments:

1. Critical Staffing Questionnaire - Library Aide - Greenville
2. Organizational Chart for Plumas County Library and Literacy System
3. Library Aide Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2023/2024

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

Yes. The Extra Help Library Aide position(s) for the Greenville Branch was funded for the 23/24FY budget. The Library Aide position is vital for Library operations to continue without interruption.

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

The temporary Library location in Greenville was approved and staff for that location is needed.

3. How long has this position been vacant?

One staff member is moving in the next few weeks; there has not been a set move date yet.

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

This position is Extra Help and will be using Other Wages.

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

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

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

The temporary location will cost additional money in-county travel expenses if staff from other locations need to be sent to that location instead of having a dedicated staff member out of that location.

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

It is vital for the community of Greenville to have a temporary library location in the aftermath of the Dixie Fire. The staff in this position will hopefully transfer to become the bookmobile staff member when the temporary location is closed and the bookmobile is delivered later this year.

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

N/A

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

No.

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

This position is Extra Help and is at-will. This is a General Fund dept.

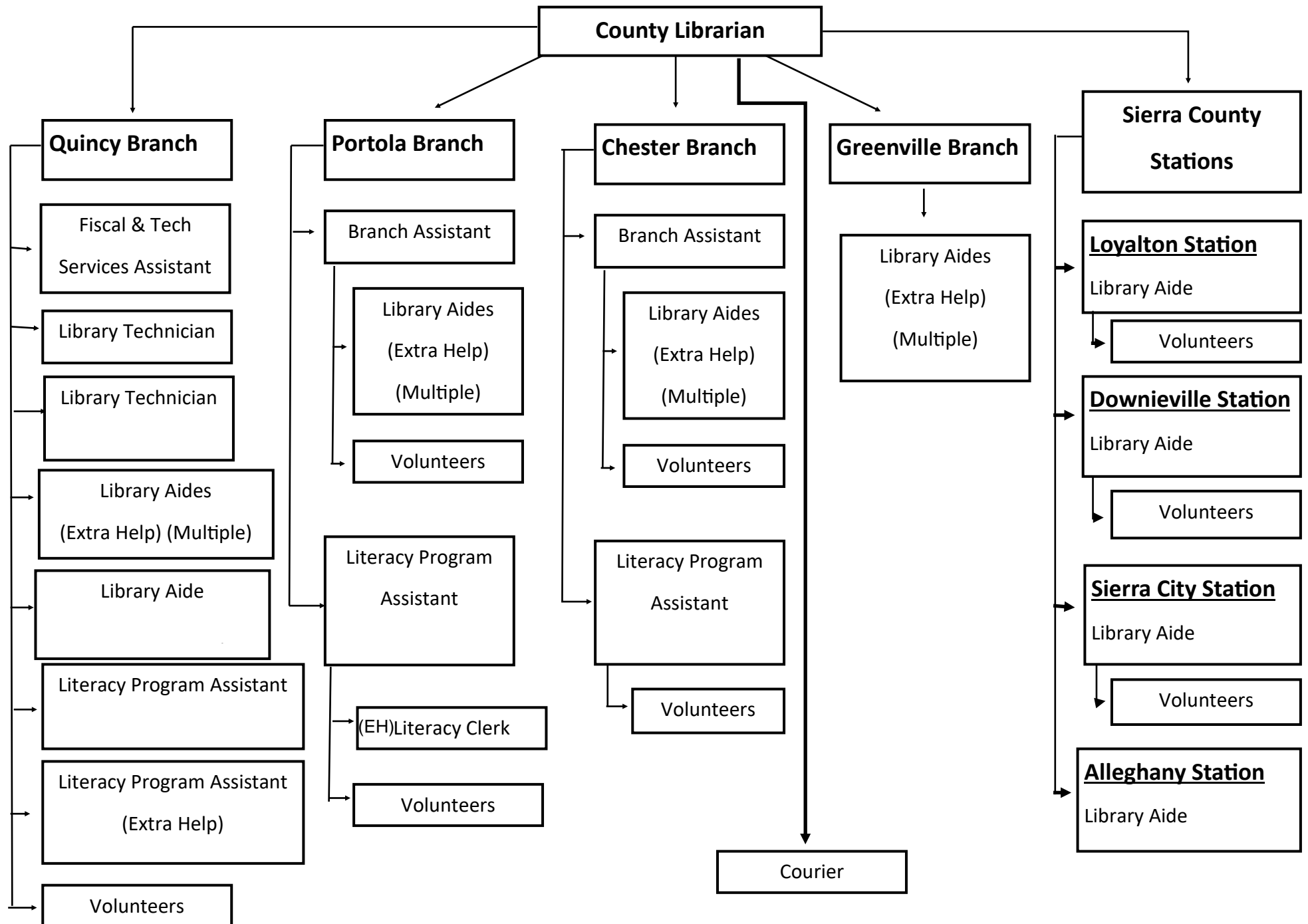
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LIBRARY AIDE

DEFINITION

Under general supervision, to perform typing, filing, and other office assistance duties; to learn perform a basic patron and circulation assistance and other support functions in the County library system; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level for Library support classifications. Incumbents learn and perform a variety of Library support functions including basic patron and circulation assistance. When an incumbent has demonstrated sufficient work skills and job knowledge, they may be promoted to the Branch Library Assistant or Library Technician classifications.

REPORTS TO

County Librarian.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LIBRARY AIDE - 2

EXAMPLES OF DUTIES

- Performs a variety of office support functions for the Plumas County Library System.
- Learns library procedures and functions and provides basic patron assistance in the use of Library facilities and resources.
- Learns circulation desk procedures and policies and performs circulation desk functions such as checking out material for circulation, issuing library cards, and collecting monies for overdue and damaged books and media.
- May receive and transmit patron requests for books, media, and information.
- Compiles information for statistical summaries and reports.
- Assists with book repair and mending.
- Re-shelve returned material.
- Prepares periodicals for patron use.
- Updates collection lists and other records.
- Learns and performs a variety of Library support functions.
- Maintains account records on monies collected.
- Updates records and reports.
- Types a variety of correspondence, information, and other materials.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

LIBRARY AIDE - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Correct English usage, spelling, grammar, and punctuation.
- Modern office methods, practices, and procedures.
- Maintenance of filing and information retrieval systems.
- Mathematics.
- Public relations.

Ability to:

- Perform a variety of typing, filing, and office support assignments.
- Learn library operations, functions, and policies.
- Learn and perform circulation assistance assignments.
- Learn and perform a variety of Library support assignments.
- Make arithmetical calculations.
- Maintain accurate records and prepare reports.
- Effectively represent library services with the public.
- Establish and maintain cooperative working relationships.

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

One (1) year of general office assistance work experience or completion of office skills training courses.

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.



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Michael Coelho, Director of Building Services
MEETING DATE: February 6, 2024
SUBJECT: Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Building Inspector, due to employee promotion; (General Fund Impact) as approved in FY23-24 budget.

Recommendation:

Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one permanent FTE Building Inspector.

Background and Discussion:

Position vacant due to employee promotion.

Action:

Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one permanent FTE Building Inspector.

Fiscal Impact:

General Fund Impact - as approved in FY 23-24 budget

Attachments:

1. Building Inspector I Final 2-2020
2. CRITICAL STAFFING QUESTIONS
3. Building Services Organizational Chart

BUILDING INSPECTOR I

DEFINITION

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

DISTINGUISHING CHARACTERISTICS

This is an entry-level position for the Building Inspector classification series. Incumbents are required to learn and perform building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks. They are required to possess knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections.

REPORTS TO

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

Last Revised: 02/04

BUILDING INSPECTOR I - 2

EXAMPLES OF DUTIES

- Makes field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Checks the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Inspects existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in more difficult and complex field inspections and code interpretations and applications.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

Last Revised: 02/04

BUILDING INSPECTOR I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Title 24 California Codes.
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

Ability to:

- Perform building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

Last Revised: 02/04

BUILDING INSPECTOR I - 4

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Five (5) years of experience using the Title 24 California codes in the construction and building trades;

OR

Certification as a Permit Technician and three years of permit technician experience;

OR

Possession of a valid International Code Council (ICC) certificate, or its equivalent, in either Commercial or Residential Building, Mechanical, Electrical or Plumbing Inspection.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, must be obtained within one year from date of appointment and 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.

Last Revised: 02/04

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED FOR FISCAL YEAR 2023/24

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

The position is critical for the smooth functioning of the Building Department and construction projects in terms of performing the necessary inspections for the public and assisting the public with code-related questions.

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

The department has historically had a minimum of two Building Inspectors. The department has been down to one inspector due to one of the Building Inspectors being promoted. This position will fill that void.

- How long has the position been vacant?

This position has been vacant from January 2, 2024.

- Can the department use other wages until the next budget cycle?

No other wages are available; the position is fully funded.

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

Staffing levels in other counties are the same or greater.

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

Building inspections and assisting the public with questions.

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

No negative fiscal impact.

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

N/A

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

No

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

No

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

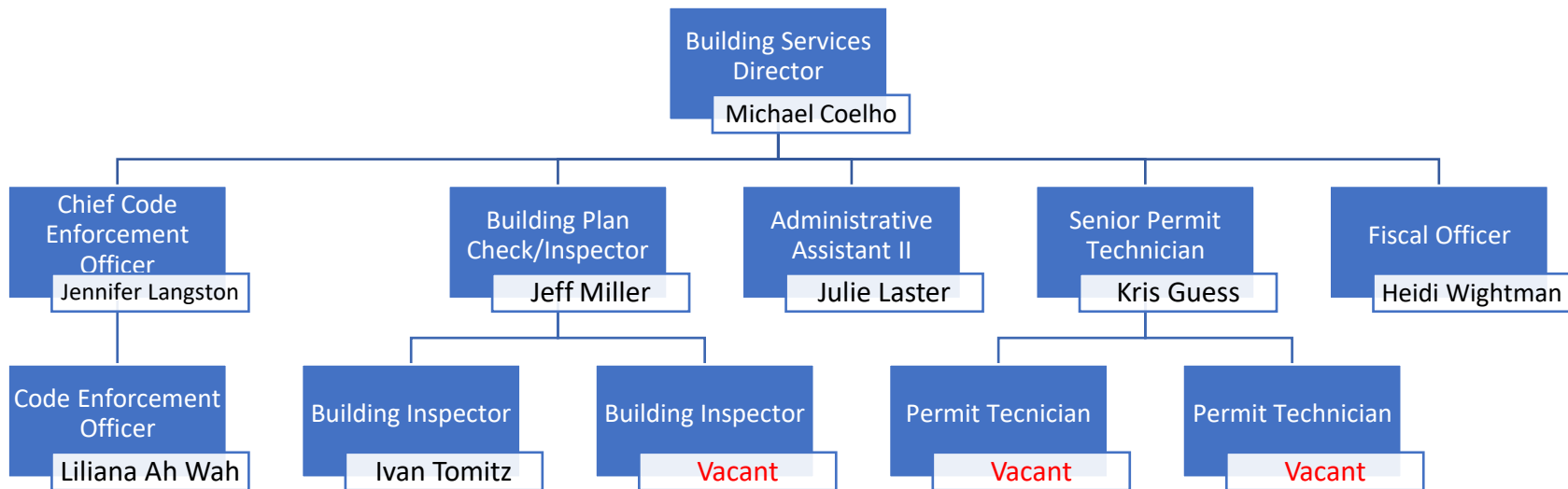
The position is fully funded in the FY 2023/24 budget.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No

Building Services Organizational Chart

January 2024





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and William Abramson for legal representation; effective February 1, 2024; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and William Abramson for legal representation; effective February 1, 2024; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

Background and Discussion:

California Welfare and Institutions (W&I) Code, Section 300, provides counties with the authority to remove children from the home of their parent(s) when a Court determines, based on the result of an investigation by a child protective services social worker, that the child may not safely remain in the home. When a social worker makes such a determination the county petitions the Court for removal of the child from the unsafe environment. If the Court approves the petition, the child becomes a Dependent of the Court until it is determined that the child can safely return to the home.

Each party to a W&I Code Section 300 proceeding is entitled to legal representation. In most cases, the Court appoints separate counsel to represent each of the child's parents. Due to the length of time that Mr. Abramson has represented the County in this capacity, he has developed significant and highly specific expertise regarding Dependency proceedings.

As part of his contract commitment, Mr. Abramson will attend staff meetings with the Department's social workers and is available to them for consultation by telephone.

The matter that is before your Board today is Mr. Abramson's contract from February 1, 2024 through December 31, 2024. The agreement may also be canceled by either party subject to a 30-day notification.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and William Abramson for legal representation; effective February 1, 2024; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact; State Funding

Attachments:

1. 24-020 FINAL Abramson (1)

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 Department of Social Services (hereinafter referred to as "County" or "DSS"), and William Abramson, Attorney at Law (hereinafter referred to as "Attorney").

The parties agree as follows:

1. **Scope of Work.** Attorney shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Attorney for services provided to County pursuant to this Agreement at a flat rate of \$8,400 per month. In addition to the flat fee specified above, County agrees to compensate Attorney for any hours worked in conjunction with this Agreement that exceed a total of 20 hours per month at the rate of \$140.00 per hour. In addition, County agrees to reimburse Attorney for the actual documented cost incurred in connection with services including postage, photocopies, and printing of briefs. To the extent that any out of county travel is required in connection with this Agreement, County agrees to compensate Attorney in accordance with the rates that are provided for by the Board of Supervisors for County Employees. The total amount paid by County to Attorney under this Agreement shall not exceed ONE HUNDRED THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$100,100.00).
3. **Term.** The term of this Agreement shall be from February 1, 2024 through December 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.
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 Attorney or furnish any other consideration under this Agreement and Attorney 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 Attorney 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. Attorney 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. Attorney agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Attorney 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 Attorney or its officers, employees, agents, Attorneys, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Attorney shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this

section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Attorney 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 Attorney to practice. Attorney represents and warrants to County that Attorney 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 Attorney or his/her principals to practice.

11. Relationship of Parties. It is understood that Attorney is not acting hereunder as an employee of the County, but solely as an independent Attorney. Attorney, 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, Attorney has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Representation of Other Clients. During the term of the contract, ATTORNEY is not prohibited from engaging in any other legal work, or representing any other client, provided that no private case shall be accepted which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent DSS, or a minor child, or be placed in a position as to be unavailable to said parties for representation and or consultation.
13. Assignment. Attorney may not assign, subcontract, sublet, or transfer his/her interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Attorney 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. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Attorney 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 Attorney.

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

County:

Department of Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo Director

Attorney:

William Abramson, Attorney at Law
P.O. Box 3242
Quincy, CA 95971

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 Attorney represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

a. 26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31

U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

ATTORNEY:
William Abramson, Attorney at Law

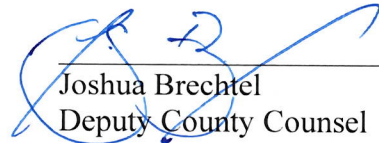
COUNTY:
County of Plumas, a political subdivision
of the State of California

By: _____
Name: William Abramson
Title: Attorney
Date: _____

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

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/18/2024

EXHIBIT A

Scope of Work

1. ATTORNEY shall provide such necessary legal services, including, but not limited to, consultation, advice, preparation of pleadings, representation at all court appearances, as may be required by DSS in matters relating to juvenile court proceedings, proceedings to terminate parental rights and appeals from such proceedings.
2. ATTORNEY shall be available during normal business hours for case and administrative consultation, either by telephone or in person and shall personally appear at all court hearings, involving juvenile dependency matters, termination of parental rights and Appellate Court proceedings.
3. In addition to the required services enumerated above, ATTORNEY shall provide advice and training to DSS staff which may be desirable or necessary as the result of future legislation or court decisions, including preparation of new forms and procedures.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 2024
SUBJECT: Public Works/Road

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

None



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Dirt and Aggregate Interchange, Inc. to perform guardrail repair services along the Gold Lake Forest Highway; not to exceed \$262,262.00; No General Fund Impact, approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Dirt and Aggregate Interchange Inc, totaling \$262,262, to repair the guardrail along the Gold Lake Forest Highway.

Background and Discussion:

Plumas County experienced a large amount of snowfall last winter (2022-23). After closing the Gold Lake Forest Highway for the winter, snow accumulated on top of the guardrail in excess of 25' at locations above 5600' elevation. The weight of the snow (and possibly from over-the-snow vehicle traffic) caused damage to some of the guardrail (bolts failed in shear and bending, posts sank into the ground, rail damage due to bolt heads tearing through, etc).

The Department of Public Works posted an invitation for bids for guardrail repair work along the Gold Lake Forest Highway south of Graeagle near the Sierra County line. The bid opening was held January 11, 2024.

Dirt and Aggregate Interchange, Inc. was the lowest responsible bidder at \$262,262. Public Works received a total of three bids.

Dirt and Aggregate Interchange, Inc., (low bidder): \$262,262.00

Engineer's Estimate: \$251,000.00

Dirt and Aggregate Interchange, Inc., is an established firm from Fairview, Oregon with extensive work on guardrail projects for over 20 years in Northeastern California both for Caltrans and local agencies. The contractor previously successfully completed guardrail work on County Route A15 (Portola-McCleers Road) in 2015.

The project work is part of the Department's maintenance budget for FY 23/24 under Work Order #ER36. The project will be funded by FY 23/24 RSTP Exchange funds (\$238,395) scheduled for receipt in May, 2024 with the remainder of the contract costs and any contingencies coming from the annual allocation (\$100,000) from the State Match Exchange Program also scheduled for receipt in May, 2024.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Dirt and Aggregate Interchange, Inc. to perform guardrail repair services along the Gold Lake Forest Highway, 2024; not to exceed \$262,262.00; No General Fund Impact, approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund. Funded via Gas Tax.

Attachments:

1. Avg-Bid-Items
2. Bid-Results-1
3. Dirt and Aggregate Interchange Inc Agreement

Caltrans Item	Work Item Description (See Exhibit B - Scope of Work)	Item Quantity	Item Unit	Dirt & Agg Unit Price	Hwy Spec Unit Price	NV Barr & Sign Unit Price	Average Unit Price
120090	Construction Area Signs	1	ls	\$2,500	\$8,205	\$3,150	\$4,618
120100	Traffic Control System	1	ls	\$71,500	\$26,500	\$72,650	\$56,883
130100	Job Site Management	1	ls	\$4,994	\$16,500	\$4,675	\$8,723
130200	Prepare Water Pollution Control Plan	1	ls	\$2,500	\$3,750	\$805	\$2,352
832006	Midwest Guardrail System (Steel Post)	140	lf	\$50	\$90	\$138.60	\$93
839765	Reconstruct Guardrail	5608	lf	\$21	\$25.50	\$23.25	\$23
839537	Type FLEAT - MGS Terminal System	14	ea	\$4,000	\$4,475	\$4,315	\$4,263

PLUMAS COUNTY PUBLIC WORKS

BID RESULTS



Project Location:	<i>Gold Lake Forest Highway</i>
Project Description:	<i>Guardrail Repair</i>
Prepared For:	<i>PCPW</i>
Date:	<i>January 12, 2024</i>
Prepared By:	<i>AH</i>

Bids:

<i>Company</i>	<i>Bid Amount</i>
NV Barricade & Sign	\$291,480
Highway Specialty Co	\$273,209
Dirt & Agg Interchange	\$262,262

Bold = Lowest Responsible Bidder

Engineer's Estimate	\$251,000
Percent Tolerance (<10%)	4.5%

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 **Dirt and Aggregate Interchange Inc, an Oregon corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two hundred and sixty-two thousand and two hundred and sixty-two and 00/100 dollars (\$262,262.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than September 1, 2024, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.



COUNTY INITIALS

1



CONTRACTOR INITIALS

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

 COUNTY INITIALS

2

 CONTRACTOR INITIALS

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

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

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

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

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

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

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-8 contractor, issued by the State of California, No. 689745.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Department of Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

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Contractor:

Dirt and Aggregate Interchange Inc
20905 NE Sandy Blvd
Fairview, OR 97024
Attention: Corey Pelfrey

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. 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.
41. 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).

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- 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.
42. 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.
43. 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.


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

CONTRACTOR:

Dirt and Aggregate Interchange Inc.
an Oregon corporation

By: 
Name: Corey Pelfrey
Title: Chief Executive Officer
Date: 11/23/2024

By: 
Name: Lynnia Woods
Title: Corporate Secretary
Date: 11/23/2024

COUNTY:

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

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

ATTEST:

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

Approved as to form:

Craig Settemire
Counsel

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EXHIBIT A

Scope of Work

Contractor shall provide contracting services for the Gold Lake Forest Highway guardrail repair project to be done near Graeagle, CA. Specific services required are detailed below.

A. Services Required

1. Inspect guardrail sections that are reusable. Heavy snow resulted in guardrail being ripped off the steel posts and is now lying next to the posts on the ground. Off-haul all sections of guardrail that are not reuseable.
2. Reset guardrail posts. Heavy snow resulted in some posts being sunk into the ground. These posts need to be reset to the proper height.
3. Some sections of guardrail did not fall from the heavy snow. These sections should remain.
4. The end terminal systems failed due to the heavy snow. All terminal systems have been removed. The FLEAT system is a smaller profile and the County is hoping these will not fail when the heavy snow load is applied.
5. The County maintenance yard in Graeagle has all the bolts / nuts / plastic blocks needed for the guardrail reconstruction. There are sections of guardrail that fell off the posts that can be reinstalled. The guardrail plastic blocks are in a pile at the yard for reuse.
6. There are locations where the County would like to substitute a terminal system with a bury-in-backslope scenario or install a Type B End Cap.

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EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

Caltrans Item	Work Item Description (See Exhibit B - Scope of Work)	Item Quantity	Item Unit	Unit Price	Item Total Price
120090	Construction Area Signs	1	ls	\$2,500.00	\$2,500.00
120100	Traffic Control System	1	ls	\$71,500.00	\$71,500.00
130100	Job Site Management	1	ls	\$4,994.00	\$4,994.00
130200	Prepare Water Pollution Control Plan	1	ls	\$2,500.00	\$2,500.00
832006	Midwest Guardrail System (Steel Post)	140	lf	\$50.00	\$7,000.00
839765	Reconstruct Guardrail	5608	ff	\$21.00	\$117,768.00
839537	Type FLEAT - MGS Terminal System	14	ea	\$4,000.00	\$56,000.00
				Grand Total	\$262,262.00

Anticipated date(s) of work: July 2024

Name & Address of BIDDER (please print):

Name: Dirt and Aggregate Interchange, Inc.

Address: 20905 NE Sandy Blvd., Fairview, OR 97024

Phone: (503) 661-5093

Email: estimating@dirtagg.com

Signature: 

Title: Lynn Woods, Corporate Secretary

Cell Phone: N/A

Date: 1/9/2024

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

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5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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PLUMAS COUNTY PUBLIC WORKS

BID RESULTS



Project Location:	<i>Gold Lake Forest Highway</i>
Project Description:	<i>Guardrail Repair</i>
Prepared For:	<i>PCPW</i>
Date:	<i>January 12, 2024</i>
Prepared By:	<i>AH</i>

Bids:

<i>Company</i>	<i>Bid Amount</i>
NV Barricade & Sign	\$291,480
Highway Specialty Co	\$273,209
Dirt & Agg Interchange	\$262,262

Bold = Lowest Responsible Bidder

Engineer's Estimate	\$251,000
Percent Tolerance (<10%)	4.5%

Caltrans Item	Work Item Description (See Exhibit B - Scope of Work)	Item Quantity	Item Unit	Dirt & Agg Unit Price	Hwy Spec Unit Price	NV Barr & Sign Unit Price	Average Unit Price
120090	Construction Area Signs	1	ls	\$2,500	\$8,205	\$3,150	\$4,618
120100	Traffic Control System	1	ls	\$71,500	\$26,500	\$72,650	\$56,883
130100	Job Site Management	1	ls	\$4,994	\$16,500	\$4,675	\$8,723
130200	Prepare Water Pollution Control Plan	1	ls	\$2,500	\$3,750	\$805	\$2,352
832006	Midwest Guardrail System (Steel Post)	140	lf	\$50	\$90	\$138.60	\$93
839765	Reconstruct Guardrail	5608	lf	\$21	\$25.50	\$23.25	\$23
839537	Type FLEAT - MGS Terminal System	14	ea	\$4,000	\$4,475	\$4,315	\$4,263



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Solid Waste

Recommendation:

N/A

Background and Discussion:

N/A

Action:

N/A

Fiscal Impact:

N/A

Attachments:

None



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign a Professional Services Agreement between Plumas County and Vestra Resources, Inc. **for sampling and monitoring work at Chester and Gopher Hill Landfills. Not to exceed three hundred fifty thousand, nine hundred ninety & no cents (\$350,990.00). No General Fund impact,** approved as to form by County Counsel; discussion and possible action.

Recommendation:

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the Board of Supervisors to execute the attached Professional Services Agreement, not to exceed \$350,990.

Background and Discussion:

On October 2nd, 2023, Public Works Solid Waste staff published a formal Request for Qualifications to fulfil the services currently being performed by Vestra Resources. Proposals were opened on October 30th, 2023. The Consultant Selection Committee reviewed the proposals and determined that Vestra Resources, Inc. was the most qualified firm to perform the necessary sampling and monitoring work. Vestra Resources then prepared a scope of work to quantify the costs associated with performing these tasks and determined a contract value of \$350,990.

The attached professional services agreement, approved as to form by County Counsel, established a three-year contract between Vestra Resources, Inc. and Plumas County for sampling and monitoring work for Gopher Hill and Chester Landfills. The term for this contract is from January 1, 2024, to January 1, 2027. The total compensation for this contract shall not exceed \$350,990. The source of funding for this contract is the Plumas County Public Works Solid Waste fund and does not involve Plumas County general funds.

Action:

Approve and authorize Chair to to ratify and sign a Professional Services Agreement between Plumas County and Vestra Resources, Inc. for sampling and monitoring work at Chester and Gopher Hill Landfills. Not to exceed three hundred fifty thousand, nine hundred ninety & no cents (\$350,990.00). No General Fund impact, approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to the General Fund. Funds were approved in the FY23/24 approved budget.

Attachments:

1. Plumas Contract for VESTRA Services Signed by VESTRA

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 **DEPARTMENT OF PUBLIC WORKS** (hereinafter referred to as "**County**"), and **VESTRA RESOURCES, INC.**, a California (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 and A-1, 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 and B-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred and Fifty Thousand Nine Hundred and Ninety Dollars (\$350,990).
3. Term. The term of this agreement shall be from January 1, 2024 through January 1, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Attention: John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Program Manager

Contractor:

Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA, 96002
Attention: Wendy Johnston, P.E., Vice President

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

Vestra Resources, Inc., a California corporation

By: Arthur Stackhouse

Arthur Stackhouse

Chief Executive Officer

Date signed: 1/16/24

By: Kimberly Wilkes

Kimberly Wilkes

Chief Financial Officer

Date signed: 1/16/24

COUNTY:

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

APPROVED AS TO SCOPE OF WORK

By: _____

John Mannle, P.E.

Director of Public Works

Date signed: _____

CONCURRENCE

By: _____

Greg Hagwood

Chair, Board of Supervisors

Date Signed: _____

ATTEST

By: _____

Allen Hiskey

Clerk of the Board of Supervisors

Date Signed: _____

Approved as to form:

Craig Settemire

Craig Settemire

Counsel

EXHIBIT A & A-1

**Scope of Work &
Project Schedule**

Exhibit "A"
SCOPE OF WORK PART I
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2024-2026

SCOPE OF WORK

Task 1 Gopher Hill Sampling and Analysis

Leachate, surface water, groundwater, and field parameter samples will be collected in accordance with WDR Order No. R5-2022-0044 and National Pollutant Discharge and Elimination System (NPDES) General Order No. R5-2016-0076 and NPDES Permit No. CAG995002. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, 5A, 6, 7, 8, 9, and 12 and surface water monitoring locations lysimeter (L-1), spring (SP-1), interceptor trench (TR-1), and leachate. The NPDES permit requires the sampling of effluent EFF-001 discharge and receiving water RSW-001 and RSW-002 surface water sample locations during discharge events.

Samples will be collected in accordance with the approved Sampling and Analysis Plan (SAP) and the site-specific WDRs and submitted to Pace Analytical Laboratory in Redding, California. Updated analytical costs provided by Pace Analytical Laboratory are included in this estimate. The recently updated WDRs include the addition of general minerals and VOC sampling during the second semi-annual monitoring event. This entails additional laboratory analytical costs, which are included in this estimate. The current WDR groundwater and leachate monitoring program for the Gopher Hill Landfill is summarized in Tables 1 and 2.

WDR Order No. R5-2022-0044 requires semi-annual groundwater and leachate sampling at the Gopher Hill Landfill, along with a concurrent facility inspection. This includes sampling of onsite groundwater monitoring wells, the leachate discharge pipe into the Class II impoundment, and several surface water locations. Resampling of onsite wells is sometimes necessary to confirm detections of volatile organic compounds (VOCs) as required under the Discrete Retest Procedure given in the WDRs. This estimate assumes one resample event per year for a total of three sampling events. Discharge from the Class II surface impoundment is regulated under NPDES Permit No. CAG 995002 and takes place as needed to maintain necessary pond freeboard. Typically, these discharge events take place once to twice per calendar year. For this estimate, the cost assumes two events per year. All costs include consumables, equipment usage, transportation, and sample delivery to the analytical laboratory.

If VOC constituents are detected in groundwater samples collected from the site, retesting will be completed to verify the constituent detections. Resampling will be conducted within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the MDL. It is assumed that, in addition to the two semi-annual sampling events each year, one additional resampling event may be required to verify any VOC detection. This assumption is included in the cost estimate.

Table 1 CURRENT GROUNDWATER MONITORING PROGRAM GOPHER HILL LANDFILL		
Parameter	Location	Frequency
Field Parameters		
Groundwater Elevations	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1, and TR-1	Semi-annually
Specific Conductance (field)		
pH (field)		
Temperature		
Turbidity		
Analytical Parameters		
Total Dissolved Solids	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, I-1 and TR-1	Semi-annually
Chloride		
Nitrate		
Sulfate		
Dissolved Iron		
Carbonate Alkalinity		
Bicarbonate Alkalinity		
Total Alkalinity		
Sodium		
Magnesium		
Calcium		
Potassium		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	5 Years
Inorganics (dissolved)		
VOCs (Extended List 8260B)		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
5-year constituents of concern were last sampled during the first semi-annual 2015 monitoring period.		

Direct precipitation and runoff from the landfill are collected in the Leachate Collection and Recovery System (LCRS). Leachate is episodically discharged under the NPDES permit to Spanish Creek. Surface water samples are collected during discharge events in accordance with the permit requirements and the results are included in the quarterly reports submitted to the RWQCB. The NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Typically, leachate is discharged from the LCRS once per year. However, years of increased precipitation have resulted in additional discharge events. The County will schedule discharge events and sample collection activities for effluent and receiving water samples. Field measurements and observations (e.g., flow and pH) will be measured and recorded by VESTRA staff. It is assumed that, in addition to the initial discharge sampling event each year, one additional discharge sampling event may be required in the event of excess precipitation at the site. This assumption is included in the cost estimate.

Table 2 CURRENT MONITORING PROGRAM – LEACHATE GOPHER HILL LANDFILL		
Parameters	Locations	Frequency
Field Parameters		
Total Flow (gallons)	Leachate	Semi-annually
Flow Rate (gallons/day)		
Specific Conductance		
pH		
General Minerals		
Total Dissolved Solids	Leachate	Semi-annually
Chloride		
Sulfate		
Nitrate		
Sodium		
Magnesium		
Calcium		
Potassium		
Carbonate		
Bicarbonate		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	Leachate	5 Years
Inorganics (Dissolved)		
VOCs, Extended List 8260B		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.		

Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.

Sampling and laboratory analysis costs are affected by the five-year constituent of concern (COC) sampling required under the WDRs. This substantial set of additional analyses is required to be collected every five years. The most recent five-year COC sampling event was in February 2020, with the next scheduled for the first half of 2025, within the time span of this Scope. Additional sampling and laboratory analysis costs associated with five-year COC sampling are thus included in this estimate.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with the Gopher Landfill site-specific Waste Discharge Requirements (WDR) Order No. R5-2022-0044. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, GHL-5A, GHL-6, GHL-7, GHL-8, GHL-9, and GHL-12 and surface water monitoring locations TR-1, SP-1, L-1, and leachate. The results of each compliance period evaluation will be summarized in semi-annual/annual monitoring reports that will be prepared and submitted to the Regional Water Quality Control Board (RWQCB).

Table 3 CURRENT SURFACE WATER MONITORING PROGRAM		
Parameters	Type of Sample	Frequency
Effluent Monitoring (EFF-001)		
Flow	Cumulative	Daily
pH	Grab Sample	Daily
Electrical Conductivity	Grab Sample	Monthly
Total Hardness	Grab Sample	Monthly
Dissolved Iron	Grab Sample	Monthly
Dissolved Manganese	Grab Sample	Monthly
Chronic Toxicity ¹	Grab Sample	Annually
Receiving Water Monitoring (RSW-001 and RSW-002)		
Temperature	Grab Sample	Annually
pH	Grab Sample	Annually
Total Hardness	Grab Sample	Annually
Receiving Water Observations		
Floating or Suspended Matter	Observation	Per discharge event
Discoloration	Observation	Per discharge event
Bottom Deposits	Observation	Per discharge event
Aquatic Life	Observation	Per discharge event
Films, Sheens, Coatings or Potential Nuisance Conditions	Observation	Per discharge event
Note: ¹ Whole effluent toxicity samples are collected once per year, during initial discharge, and analyzed for chronic toxicity. Chronic toxicity testing requirements are given in Attachment C, Section V of the Order		

In addition to the semi-annual monitoring requirements, analytical and field data associated with the facilities leachate collection and recovery system (LCRS) and associated discharge to Spanish Creek are currently collected in compliance with National Pollution Discharge and Elimination System (NPDES) permit requirements as specified in General Order No. R5-2016-0076 and NPDES Permit No. CAG995002. The results of each compliance period evaluation will be summarized in quarterly monitoring reports that will be prepared and submitted to the RWQCB under this Task Order. The current NPDES surface water monitoring program for the Gopher Hill Landfill was summarized in Table 3.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in the semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report, which will be submitted under a separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional inspections will be conducted following storm events. Storm event inspections are required within seven days following a major storm event to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in the semi-annual monitoring reports.

Task 4 Iso-Settlement Map (Optional)

Title 27, California Code of Regulations, Section 21090(e)(2), requires iso-settlement maps be prepared every 5 years for landfills that completed final closure after 18 July 1997. The five-year iso-settlement map should be compared to the initial final cover survey and map that should have been prepared at the time of closure to identify differential settlement that could affect the performance of the final cover system or the passive gas venting system. An iso-settlement map has not been submitted since final closure construction was completed in 2005, and the RWQCB in a letter dated 29 April 2014 requested completion of the required map. To our knowledge, this task has not yet been completed, nor has it been further mentioned by the RWQCB. Plumas County has the capacity to perform this task in-house, so the work under this task is considered optional.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual/quarterly sampling, quarterly/annual inspections, discussions with County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR and NPDES permit requirements and other regulations. Additional support activities may include regulatory compliance, permitting, engineering, and geological services necessary to comply with landfill management and/or closure activities. VESTRA has been routinely preparing the Annual Inflation Factor Reports required by the Financial Assurances division of CalRecycle. The cost of this work is included under this task. Management and support activities not covered under this Scope will be addressed by a time-and-materials contract addendum at that time.

Exhibit "A"
SCOPE OF WORK Part 2
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2024-2026

SCOPE OF WORK

Task 6 Groundwater Sampling and Analysis

Groundwater and field parameter samples will be collected in accordance with Waste Discharge Requirements (WDR) Order No. R5-2019-0072 which superseded Order No. 05-01-175 in October 2019. The WDRs require monitoring of wells in March, April, May, and August of each year. The monitoring results will be summarized in semi-annual and annual reports and submitted to the RWQCB. The current groundwater monitoring program to be followed for sampling and analysis at the Chester Landfill is summarized in Table 4.

Table 4 GROUNDWATER MONITORING PROGRAM CHESTER LANDFILL			
	Units	Method	Frequency
Field Parameters			
Water Level	0.01 ft	Field	March, April, May, and August
Temperature	degrees C		
Specific Conductance	uS/cm		
pH	pH units		
Turbidity	turbidity units		
Monitoring Parameters			
Total Dissolved Solids	mg/L	SM 2540 C	March, April, May, and August
Chloride		EPA 300	
Carbonate		SM 2320 B	
Bicarbonate		SM 2320 C	
Nitrate		SM 45000 NO3F	
Sulfate		EPA 300	
Calcium		EPA 200.7/3010	
Magnesium			
Potassium			
Sodium			
Volatile Organic Compounds (VOCs)		EPA 8260B	
5-Year Constituents of Concern			
Total Organic Carbon	mg/L	SM 5310 C	Every 5 years in March or April
Inorganics (Dissolved)		Various	
VOCs (Extended List)	ug/L	EPA 8260B	
Semi-volatile Organic Compounds (SVOCs)		EPA 8270	
Chlorophenoxy Herbicides		EPA 8151A	
Organophosphorous Compounds		EPA 8141A	

The samples will be submitted to Pace Laboratory, a Federally and California-certified laboratory in Redding, California. Specialist analyses will be conducted at the Pace facility in Bakersfield, California. The data collected in the field will be evaluated in accordance with the specified WDRs.

If VOC constituents are detected in groundwater samples from the site, retesting will be conducted to verify the constituent detections. Resampling efforts will be completed within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the method detection limit (MDL). It is assumed that, in addition to the four sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate provided in Exhibit "B."

Project management activities under this Scope include fieldwork planning and coordination and quality assurance/ quality control. Deliverables include field notes and laboratory analytical reports. Note that the estimated laboratory analytical cost assumes all seven monitoring wells will be sampled during each of the four annual monitoring events. In the past frequent dry wells have made this a rare occurrence. Actual invoiced laboratory costs may be lower than estimated if wells are dry. The estimate in this Scope is an upper estimate.

WDR Order No. R5-2019-0072 added vadose zone monitoring requirements to the monitoring program at the Chester Landfill. Four permanent landfill gas monitoring probes are installed around the perimeter of the landfill. The vadose zone monitoring program is summarized in Table 5. Results of the vadose zone monitoring are required to be included in the semi-annual monitoring reports.

Table 5 VADOSE ZONE MONITORING PROGRAM CHESTER LANDFILL			
	Units	Method	Frequency
Field Parameters			
Methane	vol %	Field	March, April, May, and August
Carbon Dioxide			
Oxygen			
Monitoring Parameters			
Volatile Organic Compounds	ug/m ³	EPA TO-15	March, April, May, and August

Monitoring of the vadose zone for field parameters has been ongoing at the Chester Landfill since 2018. This has been performed by VESTRA under a separate contract. A summary of the vadose zone monitoring requirements is included here for completeness, as it also falls under the WDR requirements for the site. Costs for vadose zone monitoring are not included in this Scope. They may added to this contract if you so desire when the current separate landfill gas monitoring contract expires.

Recent relief from historic drought conditions has permitted the collection of five-year COC samples from onsite wells. Five-year COC samples were collected at different times due varying well recovery. Monitoring wells CL-1, CL-2, and CL-5 were sampled for five-year COCs in May 2020,

while monitoring wells CL-4A, CL-6, CL-7, and CL-8 were sampled for five-year COCs in May 2023. The earliest date for the next round of five-year COC sampling is thus May 2025, which falls under the term of this Scope. Additional laboratory analytical costs for the five-year COC sampling event are included under the 2025 calendar year of this Scope.

Task 7 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with WDR Order No. R5-2019-0072 under PWSW11-011. The WDRs require modified semi-annual sampling of onsite Monitoring Wells CL-1, CL-2, CL-4A, CL-5, CL-6, CL-7, and CL-8. The monitoring results are summarized in semi-annual and annual reports for submittal to the Regional Water Quality Control Board (RWQCB).

Data collected in the field will be evaluated in accordance with the specified WDRs. The results of each compliance period evaluation will be summarized in the semi-annual and annual monitoring reports. This includes the required field monitoring of vadose zone constituents.

Project management activities under this task include agency correspondence, coordination, and other professional support necessary to ensure compliance with WDR requirements.

Task 8 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional site inspections will be conducted following storm events. Storm event inspections are required within seven days following a major storm event (defined as significant enough to cause damage to site erosion/drainage control structures) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by Plumas County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in semi-annual monitoring reports.

Task 9 Corrective Action

Submittal of a Corrective Action Plan (CAP) and updated Water Quality Protection Standards Report (WQPSR) were required under WDR Order No. R5-2019-0072. The updated WQPSR was submitted in December 2020 and subsequently approved by the RWQCB. No further action is expected related to this item. The CAP was submitted in November 2020, followed by a CAP Addendum in March 2021. Both have been approved by the RWQCB as of this writing; however, changes in the availability of fill material have rendered the originally proposed corrective infeasible. A modified approach to the corrective action was approved by the RWQCB in early 2023. This utilized soil made available via a program operated by PG&E that provides spoil material free of charge from ongoing PG&E utility burial operations in fire-affected areas. This required additional work in the form of a protocol for analyzing, screening, and approving the PG&E soil.

Development and ongoing implementation of this protocol resulted in additional costs, which were covered in the 2023 contract addendum under the previous contract.

It is expected that screening and approval of PG&E-provided soil will continue for much of 2024 as the current stockpile is sufficient for only approximately one-fifth of the re-grading work needed at the landfill. We also expect that the first phase of the landfill cap re-grading operation will take place during the 2025 calendar year, followed by the next phases in successive years, depending on the availability of suitable fill material. This corrective action will have to be field-verified and inspected by VESTRA personnel. The RWQCB also requests a site visit to verify the completion of corrective action at the end of each construction season. These costs have been included under this Task.

Task 10 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual sampling, quarterly/annual inspections, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR requirements and other regulations. Additional support activities can include regulatory compliance and permitting and engineering and geological services necessary to comply with landfill management and/or closure activities. This task also includes the preparation of Annual Inflation Factor Reports for the landfill as required by CalRecycle. Management and support activities not covered in this Scope will be performed on a time-and-materials basis and will be addressed by a contract addendum at that time.

Exhibit "A-1"
PROJECT SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL AND CHESTER LANDFILLS
2024-2026

Gopher Hill Landfill

Year 1 (2024)

- Sample Groundwater and Leachate
 - Twice (February and August)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Iso-settlement survey (optional, May-September)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (2024)

- Sample Groundwater and Leachate
 - Twice (February and August)
 - Sample 5-Year COCs (August)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (2026)

- Sample Groundwater and Leachate
 - Twice (February and August)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Chester Landfill

Year 1 (2024)

- Corrective Action Oversight, Reporting, Soil Classification, Site Meetings, and Inspections
- Sample landfill gas
 - Four Times (March, June, September, December)
- Sample Groundwater
 - Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (2025)

- Corrective Action Oversight, Reporting, Soil Classification, Site Meetings, and Inspections
- Sample landfill gas
 - Four Times (March, June, September, December)
- Sample Groundwater
 - Four Times (March, April, May, August)
 - Sample 5-Year COCs (May)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (2026)

- Corrective Action Oversight, Reporting, Soil Classification, Site Meetings, and Inspections
- Sample landfill gas
 - Four Times (March, June, September, December)
- Sample Groundwater
 - Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

EXHIBIT B &B-1

**Cost Estimate &
Rate Schedule**

Exhibit "B"
COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL AND CHESTER LANDFILLS
2024-2026 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1 COST ESTIMATE GOPHER HILL AND CHESTER LANDFILL COMPLIANCE 2024-2026					
Task No./ Description	Estimated Costs			2026	
	2024	2025			
GOPHER HILL LANDFILL					
Task 1 Leachate and Groundwater Sampling and Analysis					
WDR Sampling and Analysis ¹					
Fieldwork - Sample Collection	--	\$11,000	\$11,550	\$12,128	
Laboratory Analysis		\$11,000	\$21,400	\$11,550	
Project Management and QA/QC		\$1,200	\$1,260	\$1,323	
Subtotal		\$23,200	\$34,210	\$25,001	
NPDES Sampling and Analysis ²					
Fieldwork - Sample Collection	--	\$2,000	\$2,100	\$2,205	
Laboratory Analysis		\$2,500	\$2,625	\$2,756	
Project Management and Quality Assurance/Quality Control		\$600	\$630	\$662	
Subtotal		\$5,100	\$5,355	\$5,623	
Task 1 - Subtotal		\$28,300	\$39,565	\$30,623	
Task 2 Data Evaluation and Reporting					
Semi-Annual/Annual Monitoring Reports		\$10,000	\$11,000	\$10,500	
Quarterly NPDES Surface Water Discharge Reports		\$5,000	\$5,250	\$5,515	
Task 2 - Subtotal		\$15,000	\$16,250	\$16,015	
Task 3 Facility Monitoring/Inspections and Reporting					
Quarterly/Annual Site Inspections		\$4,000	\$4,200	\$4,410	
Annual Inspection/Winterization Plan		\$2,000	\$2,100	\$2,205	
Task 3 - Subtotal		\$15,000	\$16,250	\$16,015	
Task 4 Iso-Settlement Map (Optional, one-time expense not included in Total)					
Task 4 - Subtotal		(\$5,000)	--	--	
Task 5 Project Management					
Project coordination, planning, correspondence, and regulatory interaction		\$5,000	\$5,250	\$5,515	
Task 5 - Subtotal		\$5,000	\$5,250	\$5,515	

<p style="text-align: center;">Table 1 COST ESTIMATE GOPHER HILL AND CHESTER LANDFILL COMPLIANCE 2024-2026</p>				
Task No./ Description	Estimated Costs			
	2024	2025	2026	
CHESTER LANDFILL				
Task 6 Groundwater Sampling and Analysis⁴				
Fieldwork – Sample Collection	\$6,000	\$6,300	\$6,615	
Expenses	\$600	\$630	\$662	
Laboratory Analysis	\$10,000	\$19,000	\$10,500	
Project Management and QA/QC	\$1,000	\$1,050	\$1,105	
Task 1 - Subtotal	\$17,600	\$26,980	\$18,882	
Task 7 Data Evaluation and Reporting				
Semi-Annual/Annual Monitoring Reports	\$10,000	\$11,000	\$10,500	
Task 2 - Subtotal	\$10,000	\$11,000	\$10,500	
Task 8 Facility Monitoring/Inspections and Reporting				
Quarterly/Annual Site Inspections	\$4,000	\$4,200	\$4,410	
Annual Inspection/Winterization Plan	\$2,000	\$2,100	\$2,205	
Task 3 - Subtotal	\$6,000	\$6,300	\$6,615	
Task 9 Corrective Action				
CAP Revision, Inspections, Construction Reports	\$6,000	\$6,300	\$6,615	
Task 4 - Subtotal	\$6,000	\$6,300	\$6,615	
Task 10 Project Management				
Project coordination, planning, correspondence, and regulatory interaction	\$3,000	\$3,105	\$3,310	
Task 6 - Subtotal	\$3,000	\$3,105	\$3,310	
Fiscal Year Totals	\$105,900	\$131,000	\$114,090	
<p>Notes:</p> <p>1 Assumes two sampling events (WDRs) and one resampling event</p> <p>2 Assumes two sampling events (NPDH:S)</p> <p>3 Includes 5-year COC analyses for all onsite monitoring wells</p> <p>4 Assumes four sampling events and one resampling event</p> <p>Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2024 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.</p>				

Exhibit "B-1"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL AND CHESTER LANDFILLS
2024-2026

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$95.00 - \$120.00
Regulatory Compliance Specialist	\$90.00 - \$120.00
Environmental GIS Analyst	\$90.00 - \$120.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$95.00 - \$120.00
Associate Hydrologist	\$95.00 - \$120.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$120.00 - \$180.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$140.00 - \$190.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$140.00 - \$160.00
Senior Engineer	\$145.00 - \$190.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	Varies
Per Diem	
Lodging (per person/day)	Varies
Meals and Incidentals (per person/day)	Varies

Project Materials/Travel Expenses: Billed as direct reimbursement plus 15%.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 ¼% per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Larry Wayne Masterman for ICS 300 and ICS 400 Intermediated Incident Command System training; effective November 1, 2023; not to exceed \$15,400.00; (No General Fund Impact) (PHEP & HPP Funds); approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health Agency respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Larry Wayne Masterman dba Preparedness Consulting & Training International for \$15,400.00 dollars.

Background and Discussion:

As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism through the Hospital Preparedness Program. Often, to work effectively and efficiently, Public Health Agency contracts with providers to extend programs and/or provide services for various programs.

Plumas County has subcontracts with Larry Wayne Masterman to provide ICS 300 and ICS 400 Intermediated Incident Command System training.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Larry Wayne Masterman for ICS 300 and ICS 400 Intermediated Incident Command System training; effective November 1, 2023; not to exceed \$15,400.00; (No General Fund Impact) (PHEP & HPP Funds); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (PHEP & HPP Funds)

Attachments:

1. PHEP-HPP2324MASTERMAN

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Larry Wayne Masterman, a Sole Proprietor dba Preparedness Consulting & Training International (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 Fifteen Thousand Four Hundred Dollars (\$15,400.00).

Term. The term of this agreement shall be from November 1, 2023 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor November 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
4. 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.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.


 COUNTY INITIALS

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CONTRACTOR INITIALS 

6. 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.
7. 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 directly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
8. 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.

 COUNTY INITIALS

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

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

 COUNTY INITIALS

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CONTRACTOR INITIALS 

indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

9. 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.
10. 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.
11. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors, and employees harmless from any and all claims, damages, liabilities, and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

 COUNTY INITIALS

CONTRACTOR INITIALS 

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

 COUNTY INITIALS

CONTRACTOR INITIALS 

Preparedness Consulting & Training International
P.O. Box 2667
Weaverville, CA 96093
Attn: Larry Masterman

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

 COUNTY INITIALS


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- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:


Larry Wayne Masterman, a Sole Proprietor dba
Preparedness Consulting & Training
International

By: 
Larry Wayne Masterman
Owner

Date signed: 1/22/24

COUNTY:

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

By: 
Dana Krinsky
Interim Director of Public Health
Date signed: 1/26/24

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date Signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

 COUNTY INITIALS

EXHIBIT A

Scope of Work

Three days of ICS 300 and two days of ICS 400 Intermediated Incident Command System training to include:

- Use of the most recent FEMA curriculum and materials
- 2 well-qualified instructors per course, including FEMA & CalOES credentialed instructors.
- Full printed student materials
- Course completion certificates issued on the last class day.
- Continuing education credit for BRN, EMS, and REHS credential holders
- All faculty travel and lodging
- Course follow-up to include Verified course roster, Digital file of all course completion certificates, and Student evaluation report.
- High-performance audiovisual equipment
- Courses to be delivered at the facility of the client's choice.
- During either visit Senior Officials will receive G 402 National Incident Management System Overview
- ICS pocket guide per student
- Support for current county and agency infection control practices

 COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the County of Plumas agrees to compensate the contractor for services performed incurred in accordance with this Agreement not to exceed Fifteen Thousand Four Hundred (\$15,400.00)
- B. Invoice Shall:
- 1) Bear the contractor's name, exactly as shown on the Agreement.
 - 2) Bear the contractor Agreement Number.
 - 3) Identify the invoice period.
 - 4) The invoice must be signed by authorized personnel.

 COUNTY INITIALS

CONTRACTOR INITIALS _____



PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: February 6, 2024

SUBJECT: Adopt RESOLUTION to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566; (No General Fund Impact) (PHEP HPP); approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors approve the Resolution to amend the Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566.

Background and Discussion:

As the Board is aware, the Public Health Agency is required to provide a variety of services, many State mandated. Due to staffing changes, the Agency would like to reduce the allocation of the Emergency Preparedness Coordinator in both 70561 and 70566, while increasing the FTE allocation of the Emergency Preparedness Coordinator position in 70560. This request was brought to the attention of the Human Resources department who approves of this resolution to amend the 2023-2024 Position Allocation removing a 0.05FTE from the 70561 and removing 0.25 FTE from 70566 Emergency Preparedness Coordinator position and adding a 0.30 FTE to the 70560 Emergency Coordinator position.

Action:

Adopt RESOLUTION to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566

Fiscal Impact:

(No General Fund Impact) (PHEP HPP)

Attachments:

1. 24-042 FINAL

RESOLUTION NO. 2024- _____

**RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION
ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560, 70561,
and 70566.**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources department who approves of this resolution to amend the 2023-2024 Position Allocation removing a 0.05 FTE from the 70561 and removing 0.25 FTE from 70566 Emergency Preparedness Coordinator position and adding a 0.30 FTE to the 70560 Emergency Coordinator position; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:
Approve the amendment to the Position Allocation for Budget Unit 70560 and 70561 and 70566 in Fiscal Year 2023-2024 to reflect the following:

<u>Budget Unit 70561</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Emergency Preparedness Coordinator	0.15	-0.05	0.10
<u>Budget Unit 70566</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Emergency Preparedness Coordinator	0.35	-0.25	0.10
<u>Budget Unit 70560</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Emergency Preparedness Coordinator	0.50	+0.30	0.80

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6th day of February by the following vote:

AYES: Supervisors:

NOES: Supervisors:


ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


Sara James
Deputy County Counsel II
August 20, 2024



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Robert McAdams, Department Fiscal Officer II
MEETING DATE: February 6, 2024
SUBJECT: Adopt RESOLUTION Approving Application(s) for Per Capita Grant Funds; No General Fund impact; approved as to form by County Counsel.

Recommendation:

Adopt RESOLUTION Approving Application(s) for Per Capita Grant Funds.

Background and Discussion:

Original Board Resolution, no. 20-8534, for Per Capita Grant Funds for CA Parks & Recreation grant-funded County Park projects was passed by the Board of Supervisors on October 29, 2020. With the Facility Services Department currently being without a Director, this version of that same resolution only seeks to include the County Administrative Officer as having the same authority over this grant as the Director of Facility Services has to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s). The remainder of this resolution is unchanged from the original.

Action:

Adopt RESOLUTION Approving Application(s) for Per Capita Grant Funds.

Fiscal Impact:

No General Fund impact with this resolution modification.

Attachments:

1. Per Capita Grant Funds Resolution

Resolution Number: _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s), and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the County 's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G) To the extent practicable, as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion In Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Board of Supervisors will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, disabled populations, and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d))
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the County Administrative Officer, Facility Services Director, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

This resolution supersedes Resolution No. 20-8534, adopted November 10, 2020.

Approved and adopted the 6th day of February 2024.

I, the undersigned, hereby certify that the foregoing Resolution Number _____
was duly adopted by the Board of Supervisors following a roll call vote:

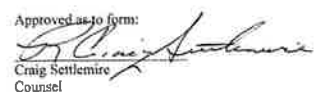
Ayes:

Noes:

Absent:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:

Craig Settemire
Counsel



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize the Department of Facility Services & Airports to pay Silver State International for a non-contract invoice in the amount of \$2,602.70 for repair of the plow truck at the Chester Airport. (No General Fund impact) discussion and possible action.

Recommendation:

Approve and authorize the Department of Facility Services & Airports to pay Silver State International for a non-contract invoice in the amount of \$2,602.70 for repair of the plow truck at the Chester Airport.

Background and Discussion:

The Chester Airport Manager believed the issue with the plow truck was a warrantable issue, based on the symptoms it was exhibiting, because of a Navistar notification he received in December of 2022 which discussed the possibility of a DEF sensor & coolant valve failure. It turned out to be a clogged fuel filter which would exhibit the same or similar symptoms as a DEF sensor & coolant valve failure. The repair was not covered under warranty and the truck is back in service. The commentary on the invoice states the fuel filter needs to be changed every 50 hours of operation; this is a typo. The manual states to change the fuel filter every 250-500 hours and the truck was right at 250 hours of operation.

Action:

Approve and authorize the Department of Facility Services & Airports to pay Silver State International for a non-contract invoice in the amount of \$2,602.70 for repair of the plow truck at the Chester Airport.

Fiscal Impact:

No General Fund impact as the Airports are not supported by the General Fund.

Attachments:

1. Silver State International invoice



SILVER STATE INTERNATIONAL

SERVICE ORDER: R201018339

2255 LARKIN CIRCLE SPARKS, NV 89431
WWW.SSITRUCKS.COM

Parts: (775) 685-6020
Service: (775) 685-6000
Office: (775) 685-6000

Parts Fax: (775) 685-6009
Service Fax: (775) 685-6015
Office Fax: (775) 685-6012

Tag Number:
License Plate Number:

BILL TO: PLUMAS COUNTY FACILITY SERVICES & AIRPORTS
198 ANDY'S WAY
QUINCY CA 95971
P: (530) 283-6070

DELIVER TO: PLUMAS COUNTY FACILITY SERVICES &
AIRPORTS
ROGERS FIELD CHESTER AIRPORT
CHESTER CA 96020
P: (530) 283-6070

Customer Acct#: 105941

Customer Acct#: 105941

DATE ARRIVED		DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE		
1/12/2024 3:02:39PM			MRET	C. MAGARAN	CASH			
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2021	INTERNATIONAL	HV507	3HAEETAR4ML528344	528344	0		74673621	4829

Sold Operations

JOB #1 01

COMPLAINT

SERVICE CALL TO CHESTER AIRPORT DEF WARNING LIGHTS COME ON
curt 530-258-3616

CAUSE

Fuel filters

CORRECTION

Drove to customer location, performed health report and found code 0559 and 3575 active. Followed trouble shooting for code 0559, checked maintenance history and found fuel filters are the original filters. Cummins recommends the fuel filters need to be replaced every 50 hours and the unit has 250 hours on it. Customer advised tech that it was 5 degress out when the code become active. Advised customer that fuel filters need to be replaced along with added anti-jelling to fuel. Performed regen for code 3575, regen was completed.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
3.50	LABOR 01	Labor		694.16
Parts: \$0.00 Labor: \$694.16 Misc: \$0.00 Sublet: \$0.00				\$694.16

JOB #2 01

COMPLAINT

ROAD CALL TIME AND MILEAGE FEE

CAUSE

CORRECTION

Drive time to and from customer location

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
5.00	LABOR 01	Labor		991.65
260.00	MI	MOBILE TRUCK MILEAGE CHARGE	3.00	780.00
Parts: \$0.00 Labor: \$991.65 Misc: \$780.00 Sublet: \$0.00				\$1,771.65

Sold Operations Totals

Parts: \$0.00 Labor: \$1,685.81 Misc: \$780.00 Sublet: \$0.00 \$2,465.81



SILVER STATE INTERNATIONAL



SERVICE ORDER: R201018339

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. ANY LIMITATION CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW. ALL SPECIAL ORDER AND NON STOCKING PARTS ARE NON-RETURNABLE. WORKMANSHIP IS WARRANTED FOR 90 DAYS FROM DATE OF COMPLETION.

ALL INVOICES ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF INVOICE. A FINANCE CHARGE (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE INVOICES. PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

I HEREBY ACCEPT THE VEHICLE DESCRIBED ABOVE AND CERTIFY THE LISTED REPAIRS WERE AUTHORIZED BY ME AND WERE PERFORMED AS REQUESTED.

PRINT NAME _____ DATE _____

CUSTOMER SIGNATURE x _____
SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

	ESTIMATED	BILLED
LABOR:		\$1,685.81
PARTS:		\$0.00
MISC:		\$780.00
DEDUCTIBLES:		\$0.00
SUBLET:		\$0.00
SUBTOTAL:		\$2,465.81
SHOP SUPPLIES:		\$126.44
MISC SUPPLIES:		\$0.00
TAX:		\$10.45
TOTAL:		\$2,602.70

Please Remit Payment to:

SILVER STATE INTERNATIONAL TRUCKS
PO BOX 889380
LOS ANGELES, CA 90088-9380



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign amendment no. 1 to funding agreement between Plumas County (Planning) and Plumas Crisis Intervention & Resource Center (PCIRC) for Dragonfly Cafe project due to extension of time and to include additional CDBG required contractual terms; No General Fund Impact as funding comes under CARES Act CDBG-CV2-3 grant; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to funding agreement between Plumas County (Planning) and PCIRC.

Background and Discussion:

State Department of Housing and Community Development (HCD) executed Grant Agreement Number 20-CDBG-CV2-3-00299 with the County on December 20, 2021, to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act under CDBG-CV2-3.

On February 7, 2023, Plumas County Board of Supervisors approved a Funding Agreement (fully executed on March 3, 2023) with Plumas Crisis Intervention & Resource Center (PCIRC) in the amount of \$136,000 (with term ending December 19, 2023) to for the purpose of funding engineering plans, permits, and renovation work to an existing building in downtown Quincy to develop a restaurant named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs, or have been unable to secure jobs due to COVID-19. The County (Planning Department) retained the administrative fee (\$14,000) and manages the grant.

This First Amendment to the Funding Agreement is due to an approved extension of time under the State Grant Agreement (STD 213 amendment executed by State on December 18, 2023) and the need to include additional CDBG required (standard) contractual terms directed by the State, as follows:

- The term is extended to October 31, 2024
- CDBG regulations are added in accordance with the requirements of 24 CFR Part 570, including without limitation, the provisions of 24 CFR Part 570.503 (Agreements with subrecipients), as follows:
 - I. Any real property under PCIRC's control that was acquired or improved in whole or in part with CDBG-CV funds in excess of \$25,000 is used to meet one of the National Objectives in 24 CFR 570.208 for a period of five (5) years after expiration of the Funding Agreement; and
 - II. If the above requirement is not met, PCIRC shall pay PLUMAS COUNTY an amount equal to the current market value of the property acquired with CDBG-CV funds less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or improvement to, the real property; and
 - III. PLUMAS COUNTY shall conduct an annual monitoring meeting of the facility use and operations within sixty (60) days following PCIRC's fiscal year end for the duration of the period of time referenced in subsection I. above; and
 - IV. If applicable, pursuant to 24 CFR 570.503(b)(3), Program Income, the Funding Agreement shall

incorporate the Program Income requirements set forth in 24 CFR 570.504(c), including:

A. The requirement that Program Income be timely returned to PLUMAS COUNTY for proper accounting to the State.

B. The method that PCIRC shall use to track and report Program Income to PLUMAS COUNTY.

V. In coordination with the State, PLUMAS COUNTY and PCIRC shall correct the National Objective to "LMC" (Low Mod Limited Clientele), and PCIRC in coordination with PLUMAS COUNTY shall track and document in writing the number of beneficiaries of the program during the annual monitoring meeting referenced in subsection III. above.

Except as set forth above in this First Amendment of Funding Agreement, all provisions of the Funding Agreement dated March 3, 2023, shall remain unchanged and in full force and effect.

Action:

Approve and authorize Chair to sign amendment no. 1 to funding agreement between Plumas County (Planning) and PCIRC.

Fiscal Impact:

No General Fund Impact - funding comes under CARES Act CDBG-CV2-3 grant.

Attachments:

1. Plumas_HCD_CV2-3_PCIRC_FundingAgreement_EXECUTED 3.3.23
2. Plumas_HCD_CV2-3_PCIRC_FundingAgreement_Amend 1_BOS 2.6.24
3. 20-CDBG-CV2-3-00299 - STD 213A-Executed_12.18.23

FUNDING AGREEMENT
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR NON-ENTITLEMENT JURISDICTIONS
TRANCHES 2 AND 3 HEREINAFTER "CDBG-CV2-3" OR THE "PROGRAM"

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as "County") and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (hereinafter referred to as "Contractor"), or collectively the PARTIES.

A. PURPOSE:

Department of Housing and Community Development of the State of California ("State" or "HCD") has executed Grant Agreement Number 20-CDBG-CV2-3-00299 ("Grant Agreement") with the County to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time.

The Contractor grant scope of work includes the engineering plans and contractor renovation work to existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. County retains the Administrative fee.

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits A, B, C, and D as attached and made a part of the Grant Agreement.
2. Complete work, more particularly described in the Scope of Work (Attachment 2), along with background and activity summary information.
3. Adhere to Budget (Attachment 3).
4. Expend all Program grant funds no later than December 19, 2023. Reimbursement is not permitted for activities occurring prior to December 20, 2021.
5. Submit grant invoice to County no more frequent than monthly or no less frequent than quarterly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms (Exhibit B, Paragraph 4 – Method of Payment).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed one-hundred and thirty-six thousand and zero cents (\$136,000.00) to Contractor, as set forth in the Budget (Attachment 3).
2. Timely payments will be made to Contractor not to exceed 30 days after date of Contractor invoice.



D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this agreement shall be through December 19, 2023, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit D, Paragraph 5 – Termination and Remedies for Noncompliance).
3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.
4. AMENDMENT GRANT AGREEMENT. Amendments by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Exhibit A, Paragraph 6 – Scope of Work Revisions and Amendments and Exhibit B, Paragraph 5 – Budget Revisions and Amendments). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to this Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. 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.
7. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.
8. ASSIGNMENT. Contractor may subcontract its interest in this Funding Agreement.
9. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
10. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.



11. CONFLICT OF INTEREST. The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
12. SEVERABILITY. The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
13. NOTICES. Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Scott McCallum, Executive Director
PCIRC
P.O. Box 3005
Quincy, CA 95971
Email: smccallum@pcirc.com
Email: highsierragrants@yahoo.com

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

Dwight Ceresola
Chair, Board of Supervisors

ATTEST

Heidi White
Clerk of the Board

PCIRC

Scott McCallum
Executive Director

3/3/23
DATE

Approved as to form:

Joshua Brechtel
Deputy County Counsel

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)Y
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 20-CDBG-CV2-3-00299
CDBG-CV2-3 GRANT
EXECUTED DECEMBER 20, 2021
SEE EXHIBITS A, B, C, and D

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBG-CV2-3-00299	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$150,000.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ - Exhibit E	Program Application	222

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OlS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS

520 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Gabriel Hydrick

TITLE

County Administrator

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/13/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV2-3-00299

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/20/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Work

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

Program Name: Community Development Block Grant Coronavirus Response (CDBG-CV2-3)
NOFA Date: 12/18/2020
Approved Date: 7/8/2021
Prep. Date: 10/11/2021

EXHIBIT A

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

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

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

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

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

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

4. Effective Date and Commencement of Work

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

5. Term of Agreement and Performance Milestones

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

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

1) Reporting Deadlines:

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

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

1) Failure to Meet Milestones:

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

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completed, or the activity is canceled.

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

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

A. Contract Revisions:

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

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

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

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

a) Adjustments that:

- i. Itemize the scope of work;
- ii. Revise milestone deadlines except for first and last milestones; and/or
- iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.

- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

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changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

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

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

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

a) Adjustments that:

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

C. HUD Matrix Codes:

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

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7. **State CDBG Program Contract Management**

A. Department Contract Manager:

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

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

B. Contract Management:

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

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

C. Grantee Contract Administrator:

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

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

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

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

Funding in this Agreement may include either or both:

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

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2. Availability of Funds

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

3. Eligible Costs

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

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

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

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

4. **Method of Payment**

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

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

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

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referenced in Exhibit A, Section 5 of this Agreement.

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

5. Budget Revisions and Amendments

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

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

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the overall budget.

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

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

6. **Grant Closing Requirements**

- A. Expenditure Deadline:

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

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

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

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

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

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CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

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

CFDA Number: 29.019

Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

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

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

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

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

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

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

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

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

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

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

3. **Eligible Activities**

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

4. **National Objectives**

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

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

5. **Termination and Remedies for Noncompliance**

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

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

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

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

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Grantee's program or project, as applicable.

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

6. **Severability**

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

7. **Waivers**

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

8. **Uniform Administrative Requirements**

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

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

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

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

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

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

10. **Affirmatively Furthering Fair Housing**

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

11. **Equal Opportunity Requirements and Responsibilities**

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

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

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

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

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

14. **Environmental Compliance**

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

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

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property list.

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

15. **Procurement**

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

16. **Procurement of Recovered Materials**

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

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

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

17. **Contracting and Labor Standards**

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

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or compensation of any kind.

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

18. Prevailing Wages

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

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

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

19. Contractors and Subrecipients

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

20. Requirements for Economic Development Activities

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

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

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

21. Rights to Inventions Made Under a Contract or Agreement

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

22. Prohibition Against Payments of Bonus or Commission

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

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

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23. **Reporting Requirements**

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

24. **Fiscal Controls**

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

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

25. Reversion of Assets

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

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

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

26. **Monitoring Requirements**

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

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

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

27. **Inspections of Grant Activity**

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

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

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

28. **Signs**

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

29. **Insurance**

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

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

30. Anti-Lobbying Certification

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

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

EXHIBIT D

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

31. **Conflict of Interest**

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

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

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

EXHIBIT D

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

33. **Energy Policy and Conservation Act**

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

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

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

EXHIBIT D

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

ATTACHMENT 2

SCOPE OF WORK

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Background

Plumas Crisis Intervention & Resource Center (PCIRC) is a non-profit organization established in 1983 and is now in its 38th year of providing services to Plumas County's most vulnerable populations. PCIRC is the point of Coordinated Entry for the homeless and a partner in the NorCal Continuum of Care.

PCIRC has collaborated with Plumas County in years past on multiple CDBG projects to establish homeless day shelters, food banks and family resource centers within the county. The agency houses and operates multiple programs under its umbrella including the following: Plumas County SAFE Program (victims of sexual assault); Plumas CASA (Court Appointed Special Advocate) Program; two homeless day shelters in Quincy & Portola, respectively; Mac Housing Program (emergency shelter, rapid re-housing, homeless prevention, street outreach & utility assistance); CalWorks Housing Program (for families with children); Plumas County Re-entry Warm-Hand Off Program (transitioning offenders and parolees); Ohana House Emergency & Transitional Shelter (8-bed congregate housing); Pathways Home (housing assistance for transitioning offenders & parolees); on-site food pantries and clothing & hygiene items for at-risk clients. PCIRC also serves as the fiscal agent for multiple food banks countywide. PCIRC has an additional office in Sierra County where it operates the Sierra SAFE Program which provides multiple services to victims of sexual assault and domestic violence.

Plumas County has a population of 19,790 people (2020 US Census) with 13.5% of its residents living in poverty. Plumas County's civilian unemployment rates jumped to 12.2% in February 2021 according to the Employment Development Department as many businesses were shut down or required to operate in reduced capacities due to COVID-19. The homeless, transitioning offenders and parolees have a more difficult time seeking, securing, and sustaining employment. They lack training, job experience and skills. Required employment documents have often been lost. And, they are not prepared with resume's, interview clothing and experience in passing job interviews. These issues create a swinging door system pushing them in and out of jails and probation/parole services. It is estimated that 50% of program participants seeking services with PCIRC have zero income and are homeless.

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Activity Summary

PCIRC will have contractor perform renovation work to an existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. The Dragonfly Café will serve as a community training center, create on-site jobs, provide job placement regionally and support program participants in the retention of jobs. Topics will include culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service.

A component of the Training Program is to operate a store front restaurant several days per week under a soft opening to provide the full restaurant experience to program participants to learn the front and back house operations of a restaurant. Culinary classes will provide meals for the homeless and items for food bank distribution. Students, as part of their training program, will provide weekend restaurant services to secure program income for ongoing sustainability. The program will launch a series of unique food products to sell across local tourism sites and through a web-based shop. This will engage participants in training in the entrepreneurship side of running a business. Senior gourmet meals will encompass an additional future program component to help feed homebound elderly. Engaging program participants to help identify and meet community gaps builds self-confidence, establishes roots, and provides full engagement to embrace their communities.

This project compliments and builds on existing programming within Plumas County, including the Mise-En-Place program provided in-house at the Plumas County Jail. Inmates will have the opportunity to transition their skills beyond incarceration to complete safe-serve certificates and graduate from this program.

PCIRC operates a satellite food bank which will also be relocated to this site for food distribution addressing the high rates of food insecurity within the County. The site will create take-away meals for the homeless, Veterans, seniors, and other food insecure populations in Plumas County.

PCIRC is working with Chef Sean Conry who has experience with high-risk offenders within culinary programs and has designed a model program for this project. As an

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

essential public facility for the community and its members, PCIRC will provide intensive wraparound services as part of this programming to assure individual successes in the job market, in securing permanent housing and in individual family and life successes. Each program component will increase participant skills and marketability and lead to a decrease in the number of homeless and reoffending clients in the County.

Additional training components and certifications will be added in future phases. Upon graduation from the program, staff will assist participants with job location, placement, and retention services.

Scope of Work

1. Engineer/designer procurement
2. Preparation and submittal of construction documents and plans by engineer/designer
 - a. Building permit(s) issued
3. Prime contractor procurement (including any sub-contractor procurement)
 - a. Comply with the applicable federal requirements found in 2 CFR Part 200
4. Agency collaboration
 - a. Caltrans and acquisition of encroachment permit
 - b. County Environmental Health Department to obtain necessary permit(s), if any
5. Property facility renovations by contractor/subs
 - a. Tenant improvements (e.g., wiring, HVAC, new flooring, new ADA bathroom, new condenser for walk in freezer, lighting, fans)
 - b. Kitchen equipment and restaurant furnishings installed
6. Training program
 - a. Culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service
 - b. Soft opening
 - c. Grand opening
7. Close out

ATTACHMENT 3

BUDGET

Budget Report

Passthrough Agency: California Department of Housing and Community Development
 Program: CDBG-CV2 and 3 Allocation
 Stage: Budget-to-Actual

Report Date: 11/18/2022
 Requested By: Tracey Ferguson
traceyferguson@countyofplumas.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Dragonfly Cafe	Jobs, economic dev	0	\$0.00	\$0.00	\$136,000.00	\$0.00	TBD	\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$136,000.00	\$0.00		\$0.00	

General Administration										
	Dragon Fly Cafe	Plumas County	0	\$0.00	\$0.00	\$14,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$14,000.00	\$0.00		\$0.00	

Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Grant Total			0	\$0.00	\$0.00	\$150,000.00	\$0.00		\$0.00	
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Budget Report, Created by Tracey Ferguson, traceyferguson@countyofplumas.com, 11/18/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>

FIRST AMENDMENT TO FUNDING AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER

This First Amendment to Funding Agreement (“Amendment”) is made on February 6, 2024, between Plumas County, a political subdivision of the State of California (“COUNTY”), and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (“CONTRACTOR”) who agrees as follows:

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

- a. PLUMAS COUNTY and Plumas Crisis Intervention & Resource Center (PCIRC) have entered into a written Funding Agreement dated March 3, 2023, (the “Agreement”), in which Plumas Crisis Intervention & Resource Center (PCIRC) received funding from the Department of Housing and Community Development of the State of California (“State” or “HCD”) under County executed Grant Agreement Number 20-CDBG-CV2-3-00299 (“Grant Agreement”).
- b. Because of an approved extension of time under the State Grant Agreement and the need to include additional CDBG required contractual terms directed by the State, the parties desire to change the Funding Agreement.

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

- a. Paragraph B4 is amended to read as follows:
 4. Expend all Program grant funds no later than October 31, 2024. Reimbursement is not permitted for activities occurring prior to December 20, 2021.
- b. Paragraph D1 is amended to read as follows:
 1. TERM. The term of this agreement shall be through October 31, 2024, in accordance with the Grant Agreement unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.
- c. The following paragraph D14 is added following paragraph D13:
 14. CDBG REGULATIONS. In accordance with the requirements of 24 CFR Part 570, including without limitation, the provisions

of 24 CFR Part 570.503 (Agreements with subrecipients), as follows:

- I. Any real property under PCIRC's control that was acquired or improved in whole or in part with CD BG-CV funds in excess of \$25,000 is used to meet one of the National Objectives in 24 CFR 570.208 for a period of five (5) years after expiration of the Funding Agreement; and
 - II. If the above requirement is not met, PCIRC shall pay PLUMAS COUNTY an amount equal to the current market value of the property acquired with CDBG-CV funds less any portion of the value attributable to expenditures of non-CD BG-CV funds for the acquisition of, or improvement to, the real property; and
 - III. PLUMAS COUNTY shall conduct an annual monitoring meeting of the facility use and operations within sixty (60) days following PCIRC's fiscal year end for the duration of the period of time referenced in subsection I. above; and
 - IV. If applicable, pursuant to 24 CFR 570.503(b)(3), Program Income, the Funding Agreement shall incorporate the Program Income requirements set forth in 24 CFR 570.504(c), including:
 - A. The requirement that Program Income be timely returned to PLUMAS COUNTY for proper accounting to the State.
 - B. The method that PCIRC shall use to track and report Program Income to PLUMAS COUNTY.
 - V. In coordination with the State, PLUMAS COUNTY and PCIRC shall correct the National Objective to "LMC" (Low Mod Limited Clientele), and PCIRC in coordination with PLUMAS COUNTY shall track and document in writing the number of beneficiaries of the program during the annual monitoring meeting referenced in subsection III. above.
- 3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Funding Agreement, all provisions of the Funding Agreement dated March 3, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention & Resource Center
(PCIRC), a non-profit 501(c)(3)

By: _____

Name: Kate Rahmeyer

Title: Executive Director

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:

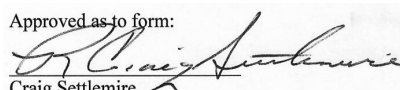
By: _____

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:


Craig Settemire
Counsel

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES	AGREEMENT NUMBER 20-CDBG-CV2-3-00299	AMENDMENT NUMBER 01	Purchasing Authority Number
---	---	------------------------	-----------------------------

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

12/20/2021

THROUGH END DATE

10/31/2024

3. The maximum amount of this Agreement after this Amendment is:

\$150,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The term of this Agreement is hereby extended from December 19, 2023, to October 31, 2024. As a result, this Agreement now expires on October 31, 2024.

The Expenditure Deadline referenced in Exhibit A, Section 5.B. is hereby extended to October 31, 2024. All references to the Expenditure Deadline in this Agreement shall mean such new extended date.

In Exhibit A, Section 5.A., Grantee shall now have until the Expenditure Deadline referenced above to complete the grant activity(ies) in this Agreement.

Exhibit F, Special Conditions, is hereby added and attached hereto.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS

520 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

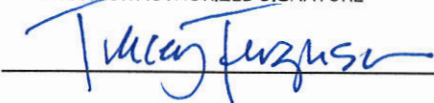
PRINTED NAME OF PERSON SIGNING

TRACEY FERGUSON

TITLE

PLANNING DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/15/2023

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER

20-CDBG-CV2-3-00299

AMENDMENT NUMBER

01

Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Edona Evans

TITLE

Contracts Manager Contract Service Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Edona Evans

DATE SIGNED

12/18/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

PLANNING DIRECTOR

12/12/2023

TRACEY FERRELL

12/12/2023

Exhibit F

Within sixty (60) days from execution of this Exhibit F, Grantee agrees to demonstrate, to the satisfaction of the Department, Grantee's compliance with CDBG regulations found at 24 CFR Part 570, including without limitation, the provisions of 24 CFR Part 570.503 as detailed below. Grantee's demonstration that the following actions have been taken are a condition precedent to the Department's payment, release, or reimbursement of additional funds under this Standard Agreement.

1. In accordance with the requirements of 24 CFR 570.503(b)(7), Reversion of Assets, the subrecipient agreement between the Grantee and Plumas Crisis Resource Center ("PCIRC") (the "Subrecipient Agreement") must be amended in a signed writing to include provisions designed to ensure the following:
 - I. Any real property under PCIRC's control that was acquired or improved in whole or in part with CDBG-CV funds in excess of \$25,000 is used to meet one of the National Objectives in 24 CFR 570.208 for a period of five (5) years after expiration of the Subrecipient Agreement, or for such longer period of time as determined to be appropriate by the Grantee; and
 - II. If the above requirement is not met, PCIRC shall pay to the Grantee an amount equal to the current market value of the property acquired with CDBG-CV funds less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition of, or improvement to, the real property; and
 - III. Grantee must conduct annual monitoring of the facility use and operations during the period of time referenced in subsection I. above; and
 - IV. If applicable, pursuant to 24 CFR 570.503(b)(3), Program Income, the Subrecipient Agreement shall incorporate the Program Income requirements set forth in 24 CFR 570.504(c), including:
 - A. The requirement that Program Income be timely returned to the Grantee for proper accounting to Department.
 - B. The method that PCIRC will use to track and report Program Income to the Grantee.
 - V. In coordination with the Department, Grantee and PCIRC must identify the correct National Objective and identify in the Subrecipient Agreement amendment how PCIRC will track and document the number of beneficiaries of the program.

Each party hereby agrees that in the event the demonstration of the completion of the above actions by Grantee is determined by the Department, in its sole discretion, as being legally insufficient or incomplete, then within sixty (60) calendar days of demand, Grantee shall provide the Department with new, updated evidence of compliance which meets the Department's requirements. Failure by the Grantee to timely provide updated and satisfactory evidence to the Department shall constitute an event of default and shall be subject to section 5.B. Noncompliance and Termination with Cause of Exhibit D of the Agreement.

2. Grantee shall provide the Department with a true, correct, and complete copy of the executed written amendment to the Subrecipient Agreement described above no later than sixty (60) days from the date of the parties' execution of this Exhibit F.

X 
Authorized Signatory Signature

X TRACEY FERGUSON
Authorized Signatory per Resolution (printed)

X 12/15/2023
Date



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Beckwourth CSA to accept dedication by Plumas National Forest of Off-site Sewer Infrastructure; No General Fund Impact; discussion and possible action.

Recommendation:

The Beckwourth CSA Manager respectfully requests that the Governing Board vote to accept the dedication of off-site sewer infrastructure, including lines and lift station, located at the Nervino Fire station.

Background and Discussion:

An agreement was made between previous Director of Public Works, Robert Perreault, Jr. and Plumas National Forest to accept dedication of the sewer lift station and pressure main built by Plumas National Forest as part of the fire station utilities at the Nervino Airport lease property.

The construction was completed circa 2011 and was to be dedicated to Beckwourth CSA. A meeting was held onsite October 21, 2015 with Consultant, Dean March with Sauers Engineering to inspect the pump station to advise BCSA on whether to accept the dedication. It was determined at the meeting that a gate was needed from the parking lot for the BCSA operator to access the pump station for maintenance and inspections. Plumas National Forest installed the gate in July 2022.

The attached dedication letter was submitted to County Counsel for approval as to form in early 2023 and approval as to form was granted December 8, 2023. Since this approval, Plumas National Forest repaired an alarm light that the operator found burned out during a recent inspection.

The pump station and associated piping has been determined acceptable by BCSA staff for acceptance of dedication from Plumas National Forest.

Action:

The Beckwourth CSA Manager respectfully requests that the Governing Board vote to accept the dedication of off-site sewer infrastructure, including lines and lift station, located at the Nervino Fire station.

Fiscal Impact:

No impact to General Fund. Transfer of responsibility only. No funds used.

Attachments:

1. BCSA Dedication Letter_2023_01_10-em



File Code: 7400
Date: January 11, 2023

Rob Thorman
Plumas County Public Works
1834 E. Main St
Quincy, CA 95971

**Subject: Transfer of Responsibility and Ownership by Dedication of Lift Station
Infrastructure at Forest Service Beckwourth Fire Station, Nervino**

Dear Mr. Thorman,

The Plumas National Forest (PNF) coordinated with Plumas County and the Beckwourth County Service Area (CSA) during the planning and construction efforts of the new Beckwourth (Nervino) Fire Station located on Assessor Parcel Number (APN) No. 140-080-014. During this coordination it was agreed the off-site sewer infrastructure, including lines and lift station, would be dedicated to the Beckwourth CSA when all requirements were fulfilled by the Plumas National Forest.

In October of 2021 the Plumas National Forest and Plumas County Beckwourth CSA agreed that the only remaining item for the PNF to complete the dedication was to add Beckwourth CSA exclusive access, via a man gate, located near the lift station. This is to provide Beckwourth CSA access to the lift station infrastructure without going through any Forest Service facilities. The PNF installed this man gate in July 2022 and notified Plumas County Beckwourth CSA on July 21, 2022.

The PNF has fulfilled its requirements and formally requests that the lift station infrastructure be dedicated to Beckwourth CSA. By accepting, the Beckwourth CSA would be responsible for funding and providing operations and maintenance of the lift station and lines within their sphere of influence map described in the attachment.

Any questions related to this dedication request can be directed to Justine Zeni by email at Justine.zeni@usda.gov or by phone at (530) 283-7872.

Sincerely,

(for:) CHRISTOPHER CARLTON
Forest Supervisor



Enclosures:

Gate Install Sketch

Final Gate Photos

Beckwourth CSA Map

cc: Justine Zeni (USFS), Jonathan Berry (USFS), John Mannle (Plumas County)



**PLUMAS COUNTY
PLUMAS COUNTY TRANSPORTATION
COMMISSION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign Amendment #3 to the transit operations contract between Plumas Rural Services and CSA #12 extending the term by one year; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board for CSA No. 12 approve and authorize the Chair to execute Amendment No. 3 to the Transit Operations contract, extending the expiration date to June 30, 2025.

Background and Discussion:

Three option years are permitted to extend the expiration date of the transit operations contract between Plumas Rural Services and CSA #12, provided that both parties agree to the extension and the operator has satisfactorily complied with the terms of the contract. In addition, Caltrans Division of Rail and Mass Transportation must provide written concurrence for the contract extension.

Plumas Rural Services have agreed to the extension and Caltrans Division of Rail and Mass Transportation has concurred with the contract extension to June 30, 2025. This is the final extension allowed by the contract.

Action:

Three option years are permitted to extend the expiration date of the transit operations contract between Plumas Rural Services and CSA #12, provided that both parties agree to the extension and the operator has satisfactorily complied with the terms of the contract. In addition, Caltrans Division of Rail and Mass Transportation must provide written concurrence for the contract extension.

Plumas Rural Services have agreed to the extension and Caltrans Division of Rail and Mass Transportation has concurred with the contract extension to June 30, 2025. This is the final extension allowed by the contract.

Fiscal Impact:

No impact to General Fund. Funds via Plumas County Transportation Commission and FTA Grants.

Attachments:

1. CC Approved Transit Operations Contract Extension No 3_1-23-24
2. signed Plumas Trans Co Sys Area #12 Ops 2019-25 Amend. No. 3 3rd Option Ex Approval 09JAN2024 Ref 766

AMENDMENT NO.3
to the
TRANSIT OPERATIONS CONTRACT FOR THE
OPERATION OF PLUMAS TRANSIT S SYSTEMS

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

This Amendment No. 3 is made and entered into by and between **County Service Area #12 (CSA #12)** and **Plumas Rural Services (Contractor)**.

W I T N E S S E T H:

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

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

NOW THEREFORE, the parties agree to the following:

The June 24, 2019 Transit Operations Contract by and between CSA #12 and the Contractor is hereby extended, pursuant to the provisions of Section 15, to June 30, 2025.

Other Contract Provisions.

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

[See next page for Signatures]

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Plumas Rural Services

By: _____

Name: Michele Pillar

Title: Executive Director

Date signed: _____

COUNTY SERVICE AREA #12:

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

By: _____

Name: Greg Hagwood

Title: Chair, CSA #12

Date signed: _____

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1 | SACRAMENTO, CA 94274-0001
(916) 653-8620 | FAX (916) 654-2409 TTY 711
www.dot.ca.gov/programs/local-assistance



January 9, 2024

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

Dear Mr. Graham:

As a recipient of Federal Transit Administration (FTA) Section 5311 funds, the California Department of Transportation (Caltrans), Division of Local Assistance, Office of Transit Grants and Contracts (OTGC) is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Therefore, as a subrecipient of this funding, Plumas CTC must demonstrate to OTGC that all procurement and third-party contracting actions Plumas CTC takes comply with:

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

OTGC **approves** Plumas CTC County Service Area #12's Amendment No. 3 to *County Service Area #12 Plumas Transit System Operations Contract* with Plumas Rural Services, Inc., to exercise the third of three one-year options, to extend the contract term by one year, per Section 15, *Term and Renewal*. Plumas CTC may execute Amendment No. 3. Reference 766.

This approval is limited to July 1, 2024, through June 30, 2025, per Section 8, *Compensation*, with the contract price adjusted upward by three percent ("the national Consumer Price Index CPI) annual change for the prior 12-month period . . . but in no case shall exceed three percent (3%)":

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

This amendment exercises the **final** option to extend contract term allowed with federal support, as established by the original solicitation. For continued federal support, Plumas CTC must re-solicit these services. Refer to the procurement folder under the Caltrans Global Resources Section on the BlackCat electronic grants management system for solicitation guidance.

FTA allows a subrecipient to modify a third-party contract when the modification does not substantially change the contract scope of work in the original solicitation; competitors could have foreseen the change to the contract; modification would not have had a substantial impact on the field of competition for the original contract award; and modification does not result in a material difference or cardinal change.

Third-party contracts, contract modifications, and exercise of options to extend contract period of performance require prior OTGC approval. Subrecipient agencies entering third-party contracts, making contract modifications, or exercising options without prior approval risk loss of FTA reimbursement.

Before exercising a contract option, subrecipients must take a market survey, documenting that the option price is better than prices available in the market at the time the option is exercised.

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

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

Sincerely,



FRANK NEVITT, Chief
FTA Programs Procurement Oversight Branch
Office of Transit Grants and Contracts
Caltrans Division of Local Assistance

C: James Haskell
Daniel Yerushalmi



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 2024
SUBJECT: Information Technology

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

None



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice for \$7188.00 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY23/24 IT Budget.

Recommendation:

Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice for \$7188.00 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY23/24 IT Budget.

Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom-written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that is not custom-written. These packages have no specific contract and are considered "shrink-wrapped" or off-the-shelf systems. In order to pay these support fees we ask the Board to approve payment of these claims without a signed service contract.

Action:

Approve the agenda item.

Fiscal Impact:

No General Fund Impact; budgeted in the FY23/24 IT Budget.

Attachments:

1. Invoice_290214_1705006804252

Updated Remittance Address:
 (FOR PAYMENTS ONLY)
 ArchiveSocial, LLC
 P.O. Box 737311
 Dallas TX 75373-7311

#290214

3/2/2024

PO #

Tax ID: 45-4844733

Bill To

Melodie Bennett
 Plumas County, CA
 520 Main Street Room 102
 Quincy California 95971

TOTAL DUE

\$7,188.00

Due Date: 4/1/2024

Terms	Due Date	PO #	Approving Authority
Net 30	4/1/2024		

Qty	Item	Start Date	End Date
1	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	3/2/2024	3/1/2025

Total \$7,188.00

Due **\$7,188.00**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Number	Routing Number
JPMorgan Chase	910320636	021000021



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Plumas County Information Technology to pay Stericycle, Inc. a non-contract invoice not to exceed \$5000.00 for proper disposal of accumulated hard drives; (General Fund Impact) not approved in the FY23/24 IT Budget.

Recommendation:

Approve and authorize Plumas County Information Technology to pay Stericycle, Inc. a non-contract invoice not to exceed \$5000.00 for proper disposal of accumulated hard drives; (General Fund Impact) not approved in the FY23/24 IT Budget.

Background and Discussion:

We currently have over 300 used hard drives that need to be properly disposed of so that the data remaining on them is not accessible. These hard drives have accumulated over 10+ years and as technology advances, they are no longer suitable to re-use. Shred-it will come on-site, dispose of the hard drives, and leave us with a Certificate of Destruction, ensuring that the data is properly wiped and the device is disposed of.

Action:

Approve the agenda item.

Fiscal Impact:

This expense was not previously budgeted in the FY23/24 IT Budget, but so far, we have saved on various projects and should be able to convert those savings to cover this cost. Future costs will be much lower once we dispose of the bulk that has been building up for years.

Attachments:

1. Shred-it Emails
2. Shred-it Estimate
3. Documents_for_your_DocuSign_Signature

RE: Shred-it Request

Chinchilla, Jean <Jean.Chinchilla@STERICYCLE.com>

Wed 1/17/2024 11:27 AM

To: Ellingson, Gregory <GregEllingson@countyofplumas.com>

Cc: Sylvia, Melodie <MelodieSylvia@countyofplumas.com>

You don't often get email from jean.chinchilla@stericycle.com. [Learn why this is important](#)

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Greg,

Pleasure speaking with you today.

Minimum charge: \$245.00 minimum charge (includes first 10 hard drives)

\$11.28 per additional hard drive after first 10.

+ Fuel surcharge (19% of total.)

You will receive Certificate of Destruction as well as serialization on hard drives.

Let me know if this works or if there's anything else I can do to earn your business.

Best,

Jean Chinchilla

Senior Inside Sales Executive

📞 847-943-6706 | Jean.Chinchilla@stericycle.com

stericycle.com | shredit.com



From: Ellingson, Gregory <GregEllingson@countyofplumas.com>

Sent: Wednesday, January 17, 2024 1:03 PM

To: Chinchilla, Jean <Jean.Chinchilla@STERICYCLE.com>

Cc: Sylvia, Melodie <MelodieSylvia@countyofplumas.com>

Subject: Re: Shred-it Request

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the

content is safe.

1. Witnessed on-site shredding (premium service) or off-site shredding?

On Site

2. Address where collection would be made?

520 Main St #304, Quincy, CA 95971

3. The type of materials we are destroying (paper, hard drives, tapes, media, etc.)

Hard Drives

4. How many boxes, bags or totes do you have that need being destroyed? (I've attached a PDF of box sizes as well)

Did not receive PDF, around 250 Hard Drives

5. Deadline for service/pick up?

None

Greg Ellingson

Director of Information Technology

Plumas County, CA

(530) 283.6336



From: Jean Chinchilla <jean.chinchilla@stericycle.com>

Sent: Wednesday, January 17, 2024 10:51 AM

To: Ellingson, Gregory <GregEllingson@countyofplumas.com>

Subject: Re: Shred-it Request

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your web inquiry. Please feel free to email me with the following:

1. Witnessed on-site shredding (premium service) or off-site shredding?

2. Address where collection would be made?

3. The type of materials we are destroying (paper, hard drives, tapes, media, etc.)

4. How many boxes, bags or totes do you have that need being destroyed? (I've attached a PDF of box sizes as well)

5. Deadline for service/pick up?

With this information, I will be able to provide a personalized proposal for you to review and to get you set up with a service date.

Best,

Jean Chinchilla

Senior Inside Sales Executive

☎ 847-943-6706 | Jean.Chinchilla@stericycle.com

stericycle.com | shredit.com

L |

|

CONFIDENTIALITY NOTICE: The information in this Email is confidential and may be privileged. This Email is intended solely for the named recipient or recipients. If you are not the intended recipient, any use, disclosure, copying or distribution of this Email is prohibited. If you are not the intended recipient, please inform us by replying with the subject line marked "Wrong Address" and then deleting this Email and any attachments. Stericycle, Inc. uses regularly updated anti-virus software in an attempt to reduce the possibility of transmitting computer viruses. We do not guarantee, however, that any attachments to this Email are virus-free. Nota de confidencialidad: La información que presenta este correo es confidencial, y puede ser de uso privilegiado. Este correo intenta ser enviado solo al destinatario, o a los destinatarios. Si usted no es el destinatario, no podrá usar, desglosar, copiar, o distribuir la información de este correo ya que está prohibido. Si usted no es el correcto destinatario, por favor infórmenos reenviándonos el mismo con el asunto "Dirección Incorrecta", y luego borre el correo y los adjuntos. Stericycle, Inc. usa regularmente actualizaciones de software anti-virus para así reducir posibles virus. De todas maneras, no garantizamos que los adjuntos estén libres de virus.

245		\$ 245.00	Minimum Charge
11.28	300	\$ 3,384.00	\$11.28 per hard drive (approximately 300)
1.19		\$ 3,629.00	19% service charge
		\$ 4,318.51	Total



Standard Agreement
Effective Date 01.17.2024 between Stericycle, INC and Plumas County - Information Technology located at 520 Main Street, Quincy, California,95971

Contract Entities: (Sold to) :				Billing Information			
Customer/Company Name:	Plumas County - Information Technology			Billing Contact/Company Name:	Plumas County - Information Technology		
Address 1:	520 Main Street			Address 1:	520 Main Street		
Address 2:				Address 2:			
City / State / Zip:	Quincy, California, 95971			City / State / Zip:	Quincy, California, 95971		
Phone:	5302836336			Phone:	5302836336		
Email:	gregellingson@countyofplumas.com			Email:	gregellingson@countyofplumas.com		
Contact:	Greg Ellingson			Contact:	Greg Ellingson		
Title:				Title:			

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: Plumas County - Information Technology Address: 520 Main Street, Quincy, California, United States, 95971	SELECT PURGE SVC OFF-SITE (HARD DRIVE)	One Time	1 Each	\$ 245.00 minimum per pickup	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Cap: 0%
Account Name: Plumas County - Information Technology Address: 520 Main Street, Quincy, California, United States, 95971	HARD DRIVE	One Time	250 Each	\$ 11.28 per container Minimum include 10 each	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Cap: 0%

Contract Effective Date: 01.17.2024
GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*The offer will expire 01.16.2025

Stericycle:

Contracting Entity: **Stericycle INC.**
Name: **Jean Chinchilla**
Title:
Date: \d2\

Signature:

Customer:

Customer/Company:
Name: **Greg Ellingson**
Title:
Date: \d1\

Signature:

By signing above, I acknowledge that I am the Customer’s authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1.Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Plumas County - Information Technology with offices at 520 Main Street, Quincy, California, United States, 95971 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 01/17/2024 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

The term of this Agreement will begin on the Effective Date and continue for sixty days.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Customer shall pay in full each Stericycle invoice within Net 10 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Stericycle has arrived at Customer's location on the scheduled shredding date.

6.Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle all unpaid invoices and any late charges thereon.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written

notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8.Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13.Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and

accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

INTENTIONALLY OMITTED

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Shred-it Customer Hard Drive Destruction Process

Shred-it's Secure Hard Drive Destruction Process:

- ✓ Shred-it can document your hard drive serial numbers prior to destruction and provide a copy of the log sheet for your records.
- ✓ Your hard drives are destroyed by shearing or crushed by our secure conical punch at your location or at our secure Shred-it Plant.
- ✓ Shred-it will provide you with an itemised Proof of Service.
- ✓
- ✓ Prior to disposal, your hard drive remnants are secured within our facility.

- ✓ Shred-it will recycle all acceptable material from the hard drives.

The Shred-it Plant specialises in the destruction method ensuring your employees, business and customer's information is destroyed correctly and securely.

Please select one of the following options:

Shred-it records all hard drive serial numbers; provides list to customer.

**Hard drive destruction log to be completed*

Serial number tracking is not necessary. Please do not record. Onsite service only

**Please request a 'Serial Number Opt-Out Form' from your Shred-it representative.*

Please sign to indicate that you have read and understand Shred-it's hard drive destruction service options.
(Customer sign-off required prior to scheduling service)

Company Name: Plumas County - Information Technology

Authorized Name: Greg Ellingson

Date :

Authorized Signature:

Shred-it Operations Team

Attachment: Service Compliance

SELECT PURGE SVC|OFF-SITE (HARD DRIVE)

HARD DRIVE

Certificate Of Completion

Envelope Id: C0C6EDC45C2B4DD5A6E552F3F871AA04

Status: Sent

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 6

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Jean Chinchilla

AutoNav: Enabled

2355 Waukegan Road

Envelope Stamping: Enabled

Bannockburn, IL 60062

Time Zone: (UTC-06:00) Central Time (US & Canada)

jean.chinchilla@stercycle.com

IP Address: 52.10.56.17

Record Tracking

Status: Original

Holder: Jean Chinchilla

Location: DocuSign

1/17/2024 1:35:02 PM

jean.chinchilla@stercycle.com

Signer Events**Signature****Timestamp**

Greg Ellingson

Sent: 1/17/2024 1:35:03 PM

gregellingson@countyofplumas.com

Viewed: 1/17/2024 5:15:10 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jean Chinchilla

jean.chinchilla@stercycle.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/17/2024 1:35:04 PM

Payment Events**Status****Timestamps**



PLUMAS COUNTY ELECTIONS MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

The Chester Public Utility District has adopted Resolutions #2023-01 and #2023-02 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting measures to the voters for a special tax for fire and emergency medical service. The district's proposed ballot measure resolutions are hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

Action:

Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

General Fund Impact; approved in FY23/24 budget.

Attachments:

1. Chester

RESOLUTION NO. 2024-_____

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK
TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION
ON MAY 7, 2024, WITHIN THE BOUNDARIES OF THE
CHESTER PUBLIC UTILITIES DISTRICT,
PLACING MEASURES BEFORE THE VOTERS IN THE DISTRICT,
IMPOSING A SPECIAL TAX FOR FIRE AND
EMERGENCY MEDICAL SERVICES**

WHEREAS, the Chester Public Utilities District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on May 7, 2024, as set forth in Resolution No. 2023-01, as follows, and following adoption by the Board of Supervisors shall be identified as **Measure B**:

"Shall the special tax for fire and/or emergency medical services be levied in the annual amount of \$450 per parcel for 2023-2024, with the anticipated revenues of \$665,000 be adopted?"

AND WHEREAS, the Chester Public Utilities District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on May 7, 2024, as set forth in Resolution No. 2023-02, as follows, and following adoption by the Board of Supervisors shall be identified as **Measure C**:

"Shall the special tax for fire and/or emergency medical services be levied in the annual amount of \$1,500 per parcel for 2023-2024, with the anticipated revenues of \$2,200,000 be adopted?"

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

1. The ballot measures set forth in the attached Resolution No. 2023-01 and Resolution No. 2023-02, authorized by the Board of Directors of the Chester Public Utilities District, which are incorporated herein by reference in their entirety, is hereby set for May 7, 2024, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.

2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the Chester Public Utilities District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

The foregoing resolution was adopted on February 6, 2024, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

Greg Hagwood,
Chairman, Board of Supervisors

ATTEST:

Allen Hiskey, Clerk to the Board

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHESTER PUBLIC UTILITY DISTRICT CALLING FOR AND GIVING NOTICE OF THE HOLDING OF THE SPECIAL ELECTION ON MAY 7, 2024 TO AUTHORIZE A SPECIAL TAX FOR FIRE AND EMERGENCY MEDICAL SERVICES; AND REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS CONSOLIDATE SAID ELECTION WITH ANY ELECTION TO BE HELD ON THE SAME DATE.

WHEREAS, the Chester Public Utility District (District) desires create a special tax in the amount specified herein for fire and emergency medical services to residents of the District and to submit this special tax to the District's voters at the May 7, 2024 election; and

WHEREAS, Sections 10002 and 10403 of the California Elections Code provide that the District may request the County of Plumas Board of Supervisors to permit the County Elections Official to render specified services relating to the conduct of the election on a reimbursable basis; and

WHEREAS, without immediate voter approval of the proposed Special Tax, the District will face serious financial shortfalls and be required to reduce essential services, which will endanger the health, safety, and general welfare of the District and its residents and, as such, there is a need to adopt the Special Tax in order to maintain adequate Fire, EMS and Ambulance Services for the District area which will preserve the health, safety, and general welfare of the residents of the County; and

WHEREAS, pursuant to Proposition 218 any special tax measure submitted to the voters must be consolidated with a regularly scheduled general election for members of the Board of Supervisors except in cases of emergency, as determined by a unanimous vote of the Board of Supervisors; and

WHEREAS, the next regularly scheduled general election at which Board of Supervisors members are to be elected is not until November 5, 2024; and

WHEREAS, the health, safety, and general welfare of the citizens of the District would be endangered if the District was unable to place the Special Tax before its voters until November 5, 2024, as the District requires additional financial resources in order to continue to preserve and maintain essential District services at current levels; and

WHEREAS, there is a election scheduled for May 7, 2024, with this election being conducted in Plumas County by the Plumas County Registrar of Voters; and

WHEREAS, it is desirable that the County Election Department of the County of Plumas canvass the returns of the Special Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Chester Public Utility District that:

SECTION 1. That pursuant to California Constitution Article XIIC, section 2(b), the District Board hereby unanimously declares the existence of an emergency in that there

are imminent financial risks and dangers, as described in the Recitals, to the public welfare and the District's financial ability to provide essential municipal services without disruption, so that a special election is necessary to address such risks and dangers.

SECTION 2. Election Called. Pursuant to its right, power, and authority under the laws of the State of California and the District Code, there is hereby called and ordered to be held in the District, on Tuesday, May 7, 2024 a Special Election for the election to submit to the voters Ordinance No. 2023-001, creating a special parcel tax for the provision of fire and/or emergency medical services. Ordinance No. 2023-001 is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2. Approval of Ordinance. The Board hereby approves Ordinance No. 2023-001, the form thereof, and its submission to the voters of the District at the May 7, 2024 election. Ordinance 2023-001 hereby proposed pursuant to Article XI of the California Constitution, states the type of tax, the rate and maximum amount of tax, the specific limitations on the uses of the tax, and the method of collection. The entire text of the ordinance shall be made available to the public upon request.

SECTION 3. Ballot Question. The special parcel tax measure shall be submitted to the voters on the ballot in the form of the following question:

Chester Public Utility District	
<i>Shall the special tax for fire and/or emergency medical services be levied in the annual amount of \$450 per parcel for 2023-2024, with the anticipated revenues of \$665,000 be adopted?</i>	YES
	NO

SECTION 5. Effective Date of Ordinance. Should the ordinance be approved by a two-thirds vote of the voters voting on the measure, Ordinance No. 2023-001 shall go into effect ten days after the vote is declared by the District Board.

SECTION 6. Impartial Analysis. Plumas County's County Counsel is hereby directed to prepare an impartial analysis of the ballot measure pursuant to Elections Code Section 9280, showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the District Clerk.

SECTION 7. Ballot Argument. Ballot arguments for and against the ballot measure shall be allowed as required by law.

SECTION 8. Ballot Format. The ballots to be used at the election shall be in the same form and content as required by law.

SECTION 9. Requesting the Consolidation of Elections. Pursuant to Elections Code

Section 10403, the Board of Supervisors of the County of Plumas is hereby requested to consolidate a Special Election on Tuesday, May 7, 2024, provide all services necessary for this election, and print ballots including the ballot measure hereinabove set forth within the District, the election precincts, polling places, and voting booths shall in every case be the same as those selected and designated by the County of Plumas Registrar of Voters. The District agrees to reimburse the County of Plumas for costs incurred by reason of this consolidation.

SECTION 10. Notice to County of Plumas. The District Clerk shall file a certified copy of this Resolution with the Board of Supervisors of the County of Plumas and the Registrar of the County of Plumas, pursuant to Elections Code Section 10403.

SECTION 12. Notice of Election. The District Clerk is authorized and directed to give notice of the election as required by law. In accordance with Sections 12110 and 12111 of the Elections Code and Section 6061 of the Government Code, the District Clerk shall cause notice of ballot measure to be published once in the Mountain Messenger, a newspaper of general circulation, printed, published, and circulated in the District and hereby designated for that purpose by the District. The District Clerk may request that the County of Plumas Elections Department prepare and publish the required notice.

SECTION 14. Other Procedures. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 15. Certification. The District Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 16. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The Board of the District hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 17. Compliance with the California Environmental Quality Act. The adoption of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines")). The calling and noticing of a Special Municipal Election is not a project within the meaning of CEQA Guidelines section 15378, subsection (b)(3).

* * * * *

I, the undersigned, hereby certify that the foregoing is a full, true and complete copy of a resolution duly passed and adopted by the Board of the Chester Public Utility District at a special meeting thereof held on the 27th day of December 2023, by the following vote:

Ayes: Kim Green, Steve Voboril, Art Tharpe
Noes: none
Abstain: Steve Graffweg

Absent: vacancy

Dated: December 27, 2023

Approved:


Kimberly Green, Board President

ATTEST:



Kelly Sanders, Billing Specialist and Substitute Clerk to the Board
Cheryl Johnson, Clerk to the Board, (absent)

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE DISTRICT IMPOSING A
SPECIAL TAX FOR FIRE AND/OR EMERGENCY MEDICAL
SERVICES

The people of the District do ordain as follows:

Section 1: The District Code is hereby amended to read as follows:

CHESTER PUBLIC UTILITY DISTRICT FIRE AND/OR EMERGENCY MEDICAL SERVICES
TAX

2023-01.010 Authority, purpose and intent.

It is the sole purpose and intent of this chapter, pursuant to Article XI of the California Constitution, to impose a special tax on residential and nonresidential property within the District, the proceeds of which shall be used exclusively to fund fire and/or emergency medical services. This parcel tax is neither an ad valorem tax on real property nor a transaction or sales tax on the sale of property. It is an excise tax on the privilege of using District services. It is a special tax and requires two-thirds voter approval.

2023-01.020 Tax imposed.

A special tax for the purpose outlined in Section 2023-01.030 shall be imposed on parcels within its District in the amount specified below

(1) \$450 per parcel for fiscal year.

2023-01.030 Limitation on use of tax proceeds.

The proceeds of the special tax imposed by this chapter shall be deposited into a special fund in the District treasury and used specifically and solely for the purpose of providing fire and/or emergency medical services. This limitation on the use of the proceeds shall be legally binding and enforceable.

2023-01.040 Appropriations limit.

The appropriations limit of the District shall be increased by the proceeds received from this special tax for each year of this special tax to permit the expenditure of the proceeds of the tax imposed by this Ordinance for the specific and limited purposes set forth in section 2023-01.30.

2023-01.050 Method of collection.

The special tax imposed by this chapter shall be due from every person who owns real property within the District on which is located a residential unit(s) and/or a nonresidential use(s) and as reflected upon the rolls of the Plumas County Assessor at the same time ad valorem tax is due. This special tax shall be collected by the Plumas County Tax Collector at the same time, in the same manner, and subject to the same terms and conditions, including penalties and interest, as the ad valorem tax. The full amount due under this chapter shall constitute a debt to the District. An action for the collection of any tax due hereunder may be commenced in the name of the District, or its assignee, in any court having jurisdiction of the cause.

2023-01.055 Accountability report.

The District Manager shall prepare and file with the Board a report by August 1st of each year stating: (a) the amounts collected and spent by the District in the previous fiscal year, (b) the status of services authorized to be funded by the proceeds of this tax, and (c) the funds carried over from previous years and to be carried over to future years. Such report shall be available for inspection without charge to any property owner in the District.

2023-01.060 Delinquency.

To any amount of the tax created by this chapter which becomes delinquent, the Plumas County Tax Collector shall add a penalty in an amount equal to any penalty owing for delinquencies in the ad valorem property tax. The tax and penalty shall bear interest at the same rate as the rate for unpaid ad valorem tax until paid.

2023-01.065 Refunds.

Whenever the amount of any tax, penalty, or interest imposed by this Ordinance has been paid more than once, or has been erroneously or illegally collected or received by the District, it may be refunded provided a verified claim in writing therefor, stating the specific ground upon which such claim is founded, is filed with the District Manager within one (1) year of the date of payment. The claim shall be filed by the person who paid the tax or such person's guardian, conservator, or the executor of her or his estate and shall contain the information required by Government Code section 910 for claims to which that section applies. No claim may be filed on behalf of other taxpayers or a class of taxpayers. If a claim is approved by the District Board, the excess may be refunded or may be credited against any amounts then due and payable from the person from whom it was collected, and the balance may be refunded to such person, his/her administrators or executors. Filing a timely and sufficient claim shall be a condition precedent to legal action against the District for a refund of the tax.

2023-01.070 Amendment of chapter.

The Board is hereby authorized to amend this chapter by three (3) affirmative votes of its members for the sole and limited purposes of carrying out the general purposes of this chapter, to conform the provisions of this chapter to applicable state law, to permit the County Tax Collector to collect the special tax levied by this chapter, or to re-assign the duties of public officials under this chapter. In no event, however, may the Board increase the tax amount specified in Section 2023-01.020 or modify the specific and limited purposes for which the tax may be utilized as

provided for in Section 2023-01.030 without the approval of two-thirds of the voters of the District voting on the question.

2023-01.080 Severability.

If any section, or part thereof, of this chapter is held invalid or unenforceable by any court and such judgment becomes final, then that section, or part thereof, may be amended by this Board, by a majority vote, to conform with the judgment of such court, provided such amendment is consistent with the purpose and intent of this chapter. If any section, subsection, sentence, phrase or clause of this chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this chapter. The People of the District hereby declare that they would have adopted this chapter and each section, subsection, sentence, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases, or clauses may be declared invalid.

2023-01.090 Two-thirds approval, effective date.

An election to confirm and approve this Ordinance has been set for May 7, 2024. This ordinance shall be effective only if approved by two-thirds (2/3) of the voters voting upon this Ordinance and shall go into effect ten (10) days after the vote is declared by the District Board.

2023-01.110 Execution.


The Board President is hereby authorized to attest to the adoption of this Ordinance by signing where indicated below.

I certify that the foregoing Ordinance was PASSED, APPROVED and ADOPTED by the people of the District voting on the 7th day of May, 2024.



Kimberly Green, Board President

ATTEST:



Kelly Sanders, Billing Specialist and Substitute Clerk to the Board
Cheryl Johnson, Clerk to the Board, (absent)

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHESTER PUBLIC UTILITY DISTRICT CALLING FOR AND GIVING NOTICE OF THE HOLDING OF THE SPECIAL ELECTION ON MAY 7, 2024 TO AUTHORIZE A SPECIAL TAX FOR FIRE AND EMERGENCY MEDICAL SERVICES; AND REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS CONSOLIDATE SAID ELECTION WITH ANY ELECTION TO BE HELD ON THE SAME DATE.

WHEREAS, the Chester Public Utility District (District) desires create a special tax in the amount specified herein for fire and emergency medical services to residents of the District and to submit this special tax to the District's voters at the May 7, 2024 election; and

WHEREAS, Sections 10002 and 10403 of the California Elections Code provide that the District may request the County of Plumas Board of Supervisors to permit the County Elections Official to render specified services relating to the conduct of the election on a reimbursable basis; and

WHEREAS, without immediate voter approval of the proposed Special Tax, the District will face serious financial shortfalls and be required to reduce essential services, which will endanger the health, safety, and general welfare of the District and its residents and, as such, there is a need to adopt the Special Tax in order to maintain adequate Fire, EMS and Ambulance Services for the District area which will preserve the health, safety, and general welfare of the residents of the County; and

WHEREAS, pursuant to Proposition 218 any special tax measure submitted to the voters must be consolidated with a regularly scheduled general election for members of the Board of Supervisors except in cases of emergency, as determined by a unanimous vote of the Board of Supervisors; and

WHEREAS, the next regularly scheduled general election at which Board of Supervisors members are to be elected is not until November 5, 2024; and

WHEREAS, the health, safety, and general welfare of the citizens of the District would be endangered if the District was unable to place the Special Tax before its voters until November 5, 2024, as the District requires additional financial resources in order to continue to preserve and maintain essential District services at current levels; and

WHEREAS, there is a election scheduled for May 7, 2024, with this election being conducted in Plumas County by the Plumas County Registrar of Voters; and

WHEREAS, it is desirable that the County Election Department of the County of Plumas canvass the returns of the Special Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Chester Public Utility District that:

SECTION 1. That pursuant to California Constitution Article XIIC, section 2(b), the District Board hereby unanimously declares the existence of an emergency in that there

are imminent financial risks and dangers, as described in the Recitals, to the public welfare and the District's financial ability to provide essential municipal services without disruption, so that a special election is necessary to address such risks and dangers.

SECTION 2. Election Called. Pursuant to its right, power, and authority under the laws of the State of California and the District Code, there is hereby called and ordered to be held in the District, on Tuesday, May 7, 2024 a Special Election for the election to submit to the voters Ordinance No. 2023-002, creating a special parcel tax for the provision of fire and/or emergency medical services. Ordinance No. 2023-002 is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2. Approval of Ordinance. The Board hereby approves Ordinance No. 2023-002, the form thereof, and its submission to the voters of the District at the May 7, 2024 election. Ordinance 2023-002 hereby proposed pursuant to Article XI of the California Constitution, states the type of tax, the rate and maximum amount of tax, the specific limitations on the uses of the tax, and the method of collection. The entire text of the ordinance shall be made available to the public upon request.

SECTION 3. Ballot Question. The special parcel tax measure shall be submitted to the voters on the ballot in the form of the following question:

Chester Public Utility District	
<i>Shall the special tax for fire and/or emergency medical services be levied in the annual amount of \$1,500 per parcel for 2023-2024, with the anticipated revenues of \$2,200,000 be adopted?</i>	YES
	NO

SECTION 5. Effective Date of Ordinance. Should the ordinance be approved by a two-thirds vote of the voters voting on the measure, Ordinance No. 2023-002 shall go into effect ten days after the vote is declared by the District Board.

SECTION 6. Impartial Analysis. Plumas County's County Counsel is hereby directed to prepare an impartial analysis of the ballot measure pursuant to Elections Code Section 9280, showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the District Clerk.

SECTION 7. Ballot Argument. Ballot arguments for and against the ballot measure shall be allowed as required by law.

SECTION 8. Ballot Format. The ballots to be used at the election shall be in the same form and content as required by law.

SECTION 9. Requesting the Consolidation of Elections. Pursuant to Elections Code

Section 10403, the Board of Supervisors of the County of Plumas is hereby requested to consolidate the Special Election on Tuesday, May 7, 2024, provide all services necessary for this election, and print ballots including the ballot measure hereinabove set forth within the District, the election precincts, polling places, and voting booths shall in every case be the same as those selected and designated by the County of Plumas Registrar of Voters. The District agrees to reimburse the County of Plumas for costs incurred by reason of this consolidation.

SECTION 10. Notice to County of Plumas. The District Clerk shall file a certified copy of this Resolution with the Board of Supervisors of the County of Plumas and the Registrar of the County of Plumas, pursuant to Elections Code Section 10403.

SECTION 12. Notice of Election. The District Clerk is authorized and directed to give notice of the election as required by law. In accordance with Sections 12110 and 12111 of the Elections Code and Section 6061 of the Government Code, the District Clerk shall cause notice of ballot measure to be published once in the Mountain Messenger, a newspaper of general circulation, printed, published, and circulated in the District and hereby designated for that purpose by the District. The District Clerk may request that the County of Plumas Elections Department prepare and publish the required notice.

SECTION 14. Other Procedures. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 15. Certification. The District Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 16. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The Board of the District hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 17. Compliance with the California Environmental Quality Act. The adoption of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines"). The calling and noticing of a Special Municipal Election is not a project within the meaning of CEQA Guidelines section 15378, subsection (b)(3).

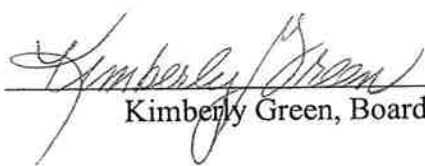
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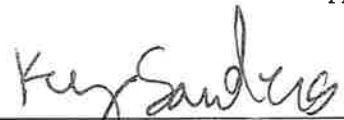
I, the undersigned, hereby certify that the foregoing is a full, true and complete copy of a resolution duly passed and adopted by the Board of the Chester Public Utility District at a special meeting thereof held on the 27th day of December 2023, by the following vote:

Ayes: Kim Green, Steve Voboril and Art Tharpe
Noes: none
Abstain: Steve Graffweg

Absent: vacancy

Dated: December 27, 2023

Approved: 
Kimberly Green, Board President

ATTEST: 
Kelly Sanders, Billing Specialist and Substitute Clerk to the Board
Cheryl Johnson, Clerk to the Board, (absent)

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE DISTRICT IMPOSING A
SPECIAL TAX FOR FIRE AND/OR EMERGENCY MEDICAL
SERVICES

The people of the District do ordain as follows:

Section 1: The District Code is hereby amended to read as follows:

CHESTER PUBLIC UTILITY DISTRICT FIRE AND/OR EMERGENCY MEDICAL SERVICES
TAX

2023-01.010 Authority, purpose and intent.

It is the sole purpose and intent of this chapter, pursuant to Article XI of the California Constitution, to impose a special tax on residential and nonresidential property within the District, the proceeds of which shall be used exclusively to fund fire and/or emergency medical services. This parcel tax is neither an ad valorem tax on real property nor a transaction or sales tax on the sale of property. It is an excise tax on the privilege of using District services. It is a special tax and requires two-thirds voter approval.

2023-01.020 Tax imposed.

A special tax for the purpose outlined in Section 2023-01.030 shall be imposed on parcels within its District in the amount specified below
(1) \$1,500 per parcel for fiscal year.

2023-01.030 Limitation on use of tax proceeds.

The proceeds of the special tax imposed by this chapter shall be deposited into a special fund in the District treasury and used specifically and solely for the purpose of providing fire and/or emergency medical services. This limitation on the use of the proceeds shall be legally binding and enforceable.

2023-01.040 Appropriations limit.

The appropriations limit of the District shall be increased by the proceeds received from this special tax for each year of this special tax to permit the expenditure of the proceeds of the tax imposed by this Ordinance for the specific and limited purposes set forth in section 2023-01.30.

2023-01.050 Method of collection.

The special tax imposed by this chapter shall be due from every person who owns real property within the District on which is located a residential unit(s) and/or a nonresidential use(s) and as reflected upon the rolls of the Plumas County Assessor at the same time ad valorem tax is due. This special tax shall be collected by the Plumas County Tax Collector at the same time, in the same manner, and subject to the same terms and conditions, including penalties and interest, as the ad valorem tax. The full amount due under this chapter shall constitute a debt to the District. An action for the collection of any tax due hereunder may be commenced in the name of the District, or its assignee, in any court having jurisdiction of the cause.

2023-01.055 Accountability report.

The District Manager shall prepare and file with the Board a report by August 1st of each year stating: (a) the amounts collected and spent by the District in the previous fiscal year, (b) the status of services authorized to be funded by the proceeds of this tax, and (c) the funds carried over from previous years and to be carried over to future years. Such report shall be available for inspection without charge to any property owner in the District.

2023-01.060 Delinquency.

To any amount of the tax created by this chapter which becomes delinquent, the Plumas County Tax Collector shall add a penalty in an amount equal to any penalty owing for delinquencies in the ad valorem property tax. The tax and penalty shall bear interest at the same rate as the rate for unpaid ad valorem tax until paid.

2023-01.065 Refunds.

Whenever the amount of any tax, penalty, or interest imposed by this Ordinance has been paid more than once, or has been erroneously or illegally collected or received by the District, it may be refunded provided a verified claim in writing therefor, stating the specific ground upon which such claim is founded, is filed with the District Manager within one (1) year of the date of payment. The claim shall be filed by the person who paid the tax or such person's guardian, conservator, or the executor of her or his estate and shall contain the information required by Government Code section 910 for claims to which that section applies. No claim may be filed on behalf of other taxpayers or a class of taxpayers. If a claim is approved by the District Board, the excess may be refunded or may be credited against any amounts then due and payable from the person from whom it was collected, and the balance may be refunded to such person, his/her administrators or executors. Filing a timely and sufficient claim shall be a condition precedent to legal action against the District for a refund of the tax.

2023-01.070 Amendment of chapter.

The Board is hereby authorized to amend this chapter by three (3) affirmative votes of its members for the sole and limited purposes of carrying out the general purposes of this chapter, to conform the provisions of this chapter to applicable state law, to permit the County Tax Collector to collect the special tax levied by this chapter, or to re-assign the duties of public officials under this chapter. In no event, however, may the Board increase the tax amount specified in Section 2023-01.020 or modify the specific and limited purposes for which the tax may be utilized as provided for in Section 2023-01.030 without the approval of two-thirds of the voters of the District

voting on the question.

2023-01.080 Severability.

If any section, or part thereof, of this chapter is held invalid or unenforceable by any court and such judgment becomes final, then that section, or part thereof, may be amended by this Board, by a majority vote, to conform with the judgment of such court, provided such amendment is consistent with the purpose and intent of this chapter. If any section, subsection, sentence, phrase or clause of this chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this chapter. The People of the District hereby declare that they would have adopted this chapter and each section, subsection, sentence, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases, or clauses may be declared invalid.

2023-01.090 Two-thirds approval, effective date.

An election to confirm and approve this Ordinance has been set for May 7, 2024. This ordinance shall be effective only if approved by two-thirds (2/3) of the voters voting upon this Ordinance and shall go into effect ten (10) days after the vote is declared by the District Board.


2023-01.110 Execution.

The Board President is hereby authorized to attest to the adoption of this Ordinance by signing where indicated below.

I certify that the foregoing Ordinance was PASSED, APPROVED and ADOPTED by the people of the District voting on the 7th day of May, 2024.


Kimberly Green, Board President

ATTEST:


Kelly Sanders, Billing Specialist and Substitute Clerk to the Board
Cheryl Johnson, Clerk to the Board, (absent)



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Probation

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Plumas County Probation to pay Tehama County Probation non-contract invoices in the amount of \$34,203.90 for Juvenile wards within Tehama Juvenile Hall from February 2023 through November 2023, and upfront costs for the secure track youth program via SB823 in the amount of \$50,000.00; No General Fund Impact, Juvenile Hall invoices to be paid from the Youthful Offender Block Grant, secure track costs to be paid from Division of Juvenile Justice Realignment Block Grant as budgeted in Fiscal Year 2023-2024; discussion and possible action.

Recommendation:

Approve and authorize Plumas County Probation to pay Tehama County Probation non-contract invoices in the amount of \$34,203.90 for Juvenile wards within Tehama Juvenile Hall from February 2023 through November 2023, and upfront costs for the secure track youth program via SB823 in the amount of \$50,000.00; No General Fund Impact, Juvenile Hall invoices to be paid from the Youthful Offender Block Grant, secure track costs to be paid from Division of Juvenile Justice Realignment Block Grant as budgeted in Fiscal Year 2023-2024; discussion and possible action.

Background and Discussion:

Plumas has previously contracted with Tehama County for the housing of juvenile offenders, as Tehama County stands as one of the few nearby counties with a functioning Juvenile Hall. The contract between the two counties encountered some difficulties during the completion process, and invoices have accumulated over the months. The Youthful Offender Block grant is budgeted for \$50,000.00 worth of Juvenile Hall services annually, and the amount in the invoices is within that range.

Plumas currently receives the small county minimum funding for the Division of Juvenile Justice Realignment Block Grant funding (SB823) in the amount of \$250,000.00 annually. \$50,000.00 of this has been allocated in the current fiscal year budget to cover start up costs for the Tehama secure track facility program.

Action:

It is respectfully requested that the Board approve and authorize the Chair to allow Plumas Probation to pay the outstanding Tehama Probation out-of-contract invoices.

Fiscal Impact:

No General Fund Impact. \$34,203.90 will be paid out of Department 20415 – Youthful Offender Block Grant for Room & Care, TCHSA, and Medical costs, \$50,000.00 will be paid out of Department 20404 - Division of Juvenile Justice Realignment Block Grant for the Tehama secure track program.

Attachments:

1. Tehama Invoices - Redacted Packet

Tehama Invoices - As of Feb 2023

Date	Description	Invoice	Amount
3/7/2023	Room and Care - Feb 2023	2021-238	4,950.00
4/10/2023	Room and Care - March 2023	2021-246	4,650.00
5/2/2023	Room and Care - April 2023	2021-258	4,500.00
5/10/2023	TCHSA - March 2023	2021-263	176.00
6/2/2023	Room and Care - May 2023	2021-272	1,050.00
6/2/2023	TCHSA - April 2023 & Prescriptions	2021-273	197.28
7/6/2023	Room and Care - June 2023	2021-284	2,250.00
7/6/2023	TCHSA - May 2023	2021-285	88.00
8/1/2023	Room and Care - July 2023	2021-295	4,650.00
8/1/2023	TCHSA - June 2023	2021-296	264.00
9/12/2023	Room and Care - August 2023	2021-309	5,100.00
9/12/2023	Prescriptions	2021-310	145.64
10/11/2023	Room and Care - September 2023	2021-315	4,500.00
10/11/2023	TCHSA - Aug 2023, Prescription, ER Visit	2021-316	1,076.18
11/9/2023	Room and Care - October 2023	2021-331	300.00
11/9/2023	TCHSA - July 2023, Prescriptions	2021-332	306.80
YOBG TOTAL			34,203.90
2/6/2023	JJRBG - Allocation Disbursement	2021-222	50,000.00
GRAND TOTAL			84,203.90



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
3/7/2023	2021-238

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
February 2023- Board & Care of Plumas County Juveniles	33	150.00	4,950.00
See attached for an itemized breakdown of the charges.			

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: \$4,950.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
4/10/2023	2021-246

COUNTY
PLUMAS

TERMS	Due on receipt
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Description	Quantity	Rate	Total
March 2023- Board & Care of Plumas County Juveniles	31	150.00	4,650.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$4,650.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
5/2/2023	2021-258

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
April 2023- Board & Care of Plumas County Juveniles	30	150.00	4,500.00
See attached for an itemized breakdown of the charges.			

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: \$4,500.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date

5/10/2023

Invoice #

2021-263

COUNTY

PLUMAS

TERMS

Due on receipt

Description	Quantity	Rate	Total
TCHSA- March 2023 Billing	2	88.00	176.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$176.00

Plumas County Medical Services

Period 10 FY 22-23

Invoice# 2021-263

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				
T.C.H.S.A.		1/4/2023	\$ 88.00	Clinic Visit
T.C.H.S.A.		1/9/2023	\$ 88.00	Clinic Visit
			<u>\$ 176.00</u>	Subtotal

OTHER PROVIDERS

\$ - Subtotal

\$ - Subtotal

Total Due: \$ 176.00 Grand total

OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: Mar-23

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE		RATE	COST
			3/22/2023	99212 Office		\$ 88.00	\$ 88.00
			3/27/2023	99212 Office		\$ 88.00	\$ 88.00
							\$ -
							\$ -
Subtotal			2 Visits				\$ 176.00
Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
all informational							
Subtotal							\$ -
Mental Health	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
			0 Visits		0:00		\$ -
Lab Costs							
						\$ 100.00	\$ -
							\$ -
							\$ -
Grand Total							\$ 176.00

NOTE: Lab and Telemed services may happen on subsequent invoices due to delayed billings from outside vendors.



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date

6/2/2023

Invoice #

2021-272

COUNTY

PLUMAS

TERMS

Due on receipt

Description	Quantity	Rate	Total
May 2023- Board & Care of Plumas County Juveniles	7	150.00	1,050.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$1,050.00

County		MAY 2023		TEHAMA COUNTY JUVENILE DETENTION CENTER - BOARD AND CARE OF COUNTY MINOR(S)																												
Name	DOB	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		X	X	X	X	X	X	X	R																							
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		7																														
		Total Billed																														
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		1,050.00																														

TEHAMA COUNTY JUVENILE DETENTION CENTER - BOARD AND CARE OF COUNTY MINOR(S)																																			
County	MAY 2023																																		
Name	DOB	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS BILLED AT \$150.00 PER DAY		
		X	X	X	X	X	X	X	R																									Days Billed	
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TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
6/2/2023	2021-273

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
TCHSA-April 2023		176.00	176.00
Diamond Drugs- INV001322455		21.28	21.28
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$197.28

Plumas County Medical Services**Period 11 FY 22-23****Invoice# 2021-273**

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				
T.C.H.S.A.		4/5/2023	\$ 88.00	Clinic Visit
T.C.H.S.A.		4/21/2023	\$ 88.00	Clinic Visit
			\$ 176.00	Subtotal

OTHER PROVIDERS

Diamond Drugs		4/21/2023	\$ 21.28	RX 51140519
			\$ 21.28	Subtotal

Total Due: \$ 197.28 Grand total

OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: Apr-23

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	RATE	COST
			4/5/2023	99213 Office	\$ 88.00	\$ 88.00 ✓
			4/21/2023	99212 Office	\$ 88.00	\$ 88.00 ✓
					\$	-
					\$	-
Subtotal			2 Visits			\$ 176.00

Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
Subtotal							\$ -
Mental Health							

			0 Visits		0:00		\$ -
Lab Costs							
						\$ 100.00	\$ -
							\$ -
							\$ -

Grand Total \$ 176.00

NOTE: Lab and Telemed services may happen on subsequent invoices due to delayed billings from outside vendors.

OK 

Diamond Drugs April 2023

51140519	078341	5.9	Flonase Sensimist Nasal	00135-0615-02	No	21.28	04/21/23	04/21/23	HOOK
						21.28	(Plumas)		



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
7/6/2023	2021-284

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
June 2023- Board & Care of Plumas County Juveniles	15	150.00	2,250.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$2,250.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
7/6/2023	2021-285

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
TCHSA- May 2023 Billing		88.00	88.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$88.00

Plumas County Medical Services**Period 12 FY 22-23**Invoice# **2021-285**

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				
T.C.H.S.A.		5/3/2023	\$ 88.00	Clinic Visit
			<u>\$ 88.00</u>	Subtotal

OTHER PROVIDERS

\$ -	Subtotal
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Total Due: \$ 88.00 Grand total
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OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: May-23

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	RATE	COST
			5/3/2023	99212 Office	\$ 88.00	\$ 88.00 ✓
					\$	-
					\$	-
					\$	-

Subtotal 1 Visits \$ 88.00

Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
all informational							

Subtotal \$ -

Mental Health	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
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0 Visits 0:00 \$ -

Lab Costs

\$ 100.00 \$ -
\$ -
\$ -

Grand Total \$ 88.00

NOTE: Lab and Telemed services may happen on subsequent invoices due to delayed billings from outside vendors.

OK
RK

TEHAMA COUNTY PROBATION DEPARTMENT

**P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 Fax (530) 527-1579**

INVOICE

Bill To
Plumas County Probation Dept. Erin Metcalf, Chief Probation Officer 270 County Hospital Rd, Ste 128 Quincy, CA 95971

Date	Invoice #
8/1/2023	2021-295
Terms	
Due on receipt	
Project/Description	
BOARD & CARE	

Description	Qty	Rate	Amount
July 2023- Board & Care of Plumas County Juveniles	31	150.00	4,650.00

If you have any questions regarding this invoice, please contact the Finance Department at (530) 527-4052, Ext. 3029.

Total Due: \$4,650.00

[illegible]

TEHAMA COUNTY PROBATION DEPARTMENT

**P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 Fax (530) 527-1579**

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date	Invoice #
8/1/2023	2021-296
Terms	
Due on receipt	
Project/Description	
MEDICAL	

Description	Qty	Rate	Amount
TCHSA-June 2023 Billing		264.00	264.00

If you have any questions regarding this invoice, please contact the Finance Department at (530) 527-4052, Ext. 3029.

Total Due: \$264.00

Plumas County Medical Services**Period 1 FY 23-24**Invoice# **2021-196**

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				
T.C.H.S.A.		6/19/2023	\$ 88.00	Clinic Visit
T.C.H.S.A.		6/26/2023	\$ 88.00	Clinic Visit
T.C.H.S.A.		6/28/2023	\$ 88.00	Clinic Visit
			\$ 264.00	Subtotal

OTHER PROVIDERS

\$ -	Subtotal
------	----------

Total Due: \$ 264.00 Grand total

OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: Jun-23

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	RATE	COST
			6/19/2023	99213 Office	\$ 88.00	\$ 88.00
			6/26/2023	99212 Office	\$ 88.00	\$ 88.00
			6/28/2023	99212 Office	\$ 88.00	\$ 88.00

Subtotal 3 Visits \$ 264.00

Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST

all informational Subtotal \$

Mental Health	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
---------------	-----------	------------	-----	--------------	------	------	------

0 Visits 0:00 \$

Lab Costs

\$ 100.00 \$

\$

\$

Grand Total \$ 264.00

NOTE: Lab and Telemed services may happen on subsequent invpices due to delayed billings from outside vendors.



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
9/12/2023	2021-309

COUNTY
Plumas

TERMS	Due on receipt

Description	Quantity	Rate	Total
August 2023- Board & Care of Plumas County Juveniles	34	150.00	5,100.00
See attached for an itemized breakdown of the charges.			

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: \$5,100.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date

9/12/2023

Invoice #

2021-310

COUNTY

Plumas

TERMS

Due on receipt


Description	Quantity	Rate	Total
Diamond Drugs IN001347655		8.18	8.18
Elmore Pharmacy-July 2023 Billing		137.46	137.46
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$145.64

Plumas County Medical Services**Period 2 FY 23-24**Invoice# **2021-310**

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				

\$ -	Subtotal
------	----------

OTHER PROVIDERS

Diamond Drugs		7/10/2023	\$ 8.18	RX 52608354
			<u>\$ 8.18</u>	
Elmore Pharmacy		7/21/2023	\$ 12.95	RX 1071346
		7/21/2023	\$ 12.95	RX 1071348
		7/21/2023	\$ 98.61	RX 1071349
		7/21/2023	\$ 12.95	RX 1071350
			<u>\$ 137.46</u>	Subtotal

Total Due: \$ 145.64 Grand total

DIAMOND DRUGS JULY 2023

52608354	078341 (PLUMAS)	30.0 Cetirizine 10mg Tablet	43598-0811-15	Yes	8.18 07/10/23	07/10/23	LAIR
					8.18		

Elmore Pharmacy

401 Walnut St Red Bluff, CA 96080-3319
(530) 527-4636

Statement Of Account

Statement Date: 7/31/2023
Account Number: 999000437
Alternate Account Number:

Statement of Account

RECEIVED

AUG 07 2023

TEH. CO PROBATION

Tehama County Juv. Detention
Tehama County Probation Juvenile Justice Center
PO Box 99
RED BLUFF, CA 96080-0099

Amount Due: \$130.05
Due On or Before: 08/30/2023

Amount Enclosed:

130.05

Date	Description	Total
6/30/2023	Balance Forward	\$501.65
Subtotal For		\$501.65

7/21/2023	Rx 1071346-00 - LAMOTRIGINE 25 MG TABLET (Date Filled: 07/21/2023)	\$12.95
7/21/2023	Rx 1071348-00 - BANOPHEN ^ 25MG CAPSULE (Date Filled: 07/21/2023)	\$12.95
7/21/2023	Rx 1071349-00 - DEXTROAMP-AMPHETAMINE 5 MG TAB (Date Filled: 07/21/2023)	\$98.61
7/21/2023	Rx 1071350-00 - MELATONIN 5 MG SOFTGEL (Date Filled: 07/21/2023)	\$12.95
Subtotal For		\$137.46

Payments and Credits		
7/6/2023	Payment Posted - CHECK #70841474	(\$356.10)
7/27/2023	Payment Posted - CHECK #70842583	(\$152.96)
Subtotal For Payments and Credits		(\$509.06)

Thanks for your business. Fax 5305271344Ext.

Previous Balance:	\$501.65
Month Charges/Adjustments:	\$137.46
Payments/Credits:	\$509.06
Finance/Service Charges:	\$0.00

Last Payment (7/27/23) \$152.96

Total Amount Due: \$130.05

Aging Details

Finance charges are calculated at an annual periodic rate of
0.00% based on the statement date

30 Days Past Due:	\$0.00
60 Days Past Due:	\$0.00
90 Days Past Due:	\$0.00
120 Days Past Due:	\$0.00

Elmore Pharmacy
401 Walnut St Red Bluff, CA 96080-3319
(530) 527-4636

OK
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TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
10/11/2023	2021-315

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
September 2023- Board & Care of Plumas County Juveniles	30	150.00	4,500.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$4,500.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
10/11/2023	2021-316

COUNTY
PLUMAS

TERMS	Due on receipt
-------	----------------

Description	Quantity	Rate	Total
TCHSA- August 2023 Billing	1	88.00	88.00
Diamond Drugs- August 2023 Billing		8.18	8.18
St. Elizabeth Hospital- ER Visit		980.00	980.00
See attached for an itemized breakdown of the charges.			

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: \$1,076.18

Plumas County Medical Services**Period 3 FY 23-24****Invoice# 2021-316**

Medical Provider.	Client	DOS	Amount	Comments
Clinic Services				
TCHSA		8/18/2023	\$ -	No Charge 1st Visit
TCHSA		8/23/2023	\$ 88.00	Clinic Visit
			<u>\$ 88.00</u>	Subtotal

OTHER PROVIDERS

Diamond Drugs		8/17/2023	\$ 8.18	RX 53296556
			<u>\$ 8.18</u>	
St Elizabeth Hospital		8/17/2023	\$ 980.00	ER Visit
			<u>\$ 980.00</u>	Subtotal

Total Due: \$ 1,076.18 Grand total

OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: **Aug-23**

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	RATE	COST	
			8/18/2023	99213 Office	\$ 88.00	\$ 88.00	1st Visit
			8/23/2023	99212 Office	\$ 88.00	\$ 88.00	
					\$ 88.00	\$ -	
						\$ -	
Subtotal			2 Visits			\$ 176.00	
Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
all informational							
Subtotal							\$ -
Mental Health	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST
			0 Visits		0:00		\$ -
Lab Costs						\$ 100.00	\$ -
							\$ -
							\$ -
Grand Total							\$ 176.00 88.00

NOTE: Lab and Telemed services may happen on subsequent invoices due to delayed billings from outside vendors.

OK
JK

DIAMOND DRUGS AUGUST 2023

53298556	- 078341							
	30.0	Cetirizine 10mg Tablet	43598-0811-15	Yes	8.18	08/17/23	08/17/23	LAIR
					8.18	PLUMAS		



TEHAMA COUNTY PROBATION DEPARTMENT

Orepa Mamea-Probation Program

Analyst

P.O. Box 99, Red Bluff, CA 96080



St. Elizabeth Medical Billing
2550 Sister Mary Columba
Red Bluff, Ca. 96080-4327

09/15/23

Email: phxloas@optum360.com _X_Sent to : amie.mathison@optum360.com
Fax (844) 468-8644 Attn: Amie Mathison, Patient Financial Services

Dear Amie;

We would like to request a 30% Discount for the following billing invoice(s):

Account/ Patient Control Number	DOS	Billing Total	Request 30% Discount Adjustment as follows:
	08/19/23	\$1,400	\$980.00
TOTAL			\$980

Please accept this request for approval to submit payment in full for the 30% discounted adjustment amount noted above for the Patient Control Account(s) as listed.

Please send approval via e-mail to my e-mail address: dharper@tcprobation.org . My contact phone number is (530)527-4052 extension 3032.

Sincerely,

Debi Harper
Accounting Technician III – Tehama County Probation Dept.

Request Approved:

Amie Mathison

09/15/2023

Signature of Authorized Agent of St. Elizabeth Hospital - Medical Billing Dept.

Adult Probation Office: 1840 Walnut Street, Red Bluff, CA 96080 – P: (530) 527-4052 – F: (530) 527-1579
Juvenile Justice Center: 1790 Walnut Street, Red Bluff, CA 96080 – P: (530) 527-5380 – F: (530) 527-2717
Day Reporting Center: 1740 Walnut Street, Red Bluff, CA 96080 – P: (530) 527-4048 – F: (530) 527-4021

Fewer Crimes, Fewer Victims

ST ELIZABETH COMM HOSP
550 SISTER MARY COLUMBA
RED BLUFF, CA 96080-4327
8884887667

PO BOX 748450
LOS ANGELES, CA 90074-8450

3a PAT.
CNTRL #
b. MED.
REC. #

9. STATE
NO. BILL

0131

5 FED. TAX NO. 0005
721561118

6. STATEMENT COVERS PERIOD
FROM 081723 THROUGH 081723

PATIENT NAME: a XXXXX

b RED BLUFF

c CA d 960804327

13 HR 14 TYPE 15 SRC 16 DHR 17 STAT 18 19 20 21 22 23 24 25 26 27 28 29 ACCT STATE 30

31 OCCURRENCE DATE 32 CODE 33 OCCURRENCE DATE 34 CODE 35 OCCURRENCE DATE 36 CODE 37 OCCURRENCE DATE 38 CODE

1 081723

39 VALUE CODES 40 VALUE CODES 41 VALUE CODES

a b c d

IN CUSTODY TEHAMA COUNTY PROBATION TO ARRIVAL

PO BOX 99

RED BLUFF, CA 96080

REV. CD. 43 DESCRIPTION 44 HCPCS / RATE / HIPPS CODE 45 SERV. DATE 46 SERV. UNITS 47 TOTAL CHARGES 48 NON-COVERED CHARGES 49

0450 EMERGENCY ROOM 99282 081723 1 1400 00

0001 PAGE 1 OF 1 CREATION DATE 082423 TOTALS 1400 00 0

PAYER NAME 51 HEALTH PLAN ID 52 REL INFO 53 ASG BEN 54 PRIOR PAYMENTS 55 EST. AMOUNT DUE 56 NPI 1083732853

J CUSTODY Y Y 1400 00 57 OTHER PRV ID

INSURED'S NAME 59 P. REL 60 INSURED'S UNIQUE ID 61 GROUP NAME 62 INSURANCE GROUP NO.

18 000000001

TREATMENT AUTHORIZATION CODES 64 DOCUMENT CONTROL NUMBER 65 EMPLOYER NAME

Z0289 Z28311 Z2820 C D E F G H 68

I J K L M N O P Q

ADMIT DX 70 PATIENT REASON DX Z0289 b c 71 PPS CODE 72 ECI a b c 73

PRINCIPAL PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE OTHER PROCEDURE CODE DATE

76 ATTENDING NPI 1548656028 QUAL FIRST STEPHEN

77 OPERATING NPI QUAL

LAST WOLFE

78 OTHER NPI QUAL

LAST

79 OTHER NPI QUAL

LAST

REMARKS 81 CC B3 282N00000X

b c d

84 CMS-1450 NLCF-UB04-1 APPROVED OMB NO. 0938-0997 OCR/Original

NUBC National Uniform Billing Committee 24394604

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF

Page 400 of 527



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

INVOICE

Date	Invoice #
11/9/2023	2021-331

COUNTY
PLUMAS

TERMS	Due on receipt

Description	Quantity	Rate	Total
October 2023- Board & Care of Plumas County Juveniles	2	150.00	300.00
See attached for an itemized breakdown of the charges.			

Please make checks payable to: Tehama County Probation.
Questions concerning this billing contact our Finance Dept.
(530) 527-4052 Ext. 3029.

Total Due: \$300.00

[illegible]



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date

11/9/2023

Invoice #

2021-332

COUNTY

PLUMAS

TERMS



Due on receipt

Description	Quantity	Rate	Total
TCHSA- July Billing	2	88.00	176.00
Diamond Drugs- IN001364998		32.19	32.19
Elmore Pharmacy		98.61	98.61
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$306.80

Plumas County Medical Services**Period 4 FY 23-24****Invoice# 2021-332**

Medical Provider	Client	DOS	Amount	Comments
Clinic Services				
TCHSA	<div></div>	7/7/2023	\$ 88.00	Clinic Visit
TCHSA		7/24/2023	\$ 88.00	Clinic Visit
			<div>\$ 176.00</div>	Subtotal

OTHER PROVIDERS

Diamond Drugs		9/11/2023	\$	7.64	53724812
Diamond Drugs		9/11/2023	\$	8.43	53724824
Diamond Drugs		9/11/2023	\$	7.94	83724832
Diamond Drugs		9/18/2023	\$	8.18	53853417
			\$	32.19	Subtotal
Elmore Pharmacy		9/13/2023	\$	98.61	1076465
			\$	98.61	Subtotal

Total Due: \$ 306.80 Grand total

OUT OF COUNTY JUVENILE HALL VISITS

PLUMAS COUNTY MONTH: Jul-23

CLINIC	LAST NAME	FIRST NAME	DOS	SERVICE TYPE		RATE	COST	
			7/7/2023	99212 Office		\$ 88.00	\$ 88.00	✓
			7/24/2023	99212 Office		\$ 88.00	\$ 88.00	✓
						\$ 88.00	\$ -	
							\$ -	
Subtotal			2 Visits				\$ 176.00	
Drug/Alcohol	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST	
	all informational							
Subtotal							\$ -	
Mental Health	LAST NAME	FIRST NAME	DOS	SERVICE TYPE	TIME	RATE	COST	
			0 Visits		0:00		\$ -	
Lab Costs								
						\$ 100.00	\$ -	
							\$ -	
							\$ -	
Grand Total							\$ 176.00	

NOTE: Lab and Telemed services may happen on subsequent invoices due to delayed billings from outside vendors.

OK


DIAMOND DRUGS SEPTEMBER 2023

	078341							
53853417	30.0	Cetirizine 10mg Tablet	43598-0811-15	Yes	8.18	09/18/23	09/18/23	HOOK
53724812	30.0	diphenhydramine 25mg Cap	71399-8028-02	Yes	7.84	09/11/23	09/11/23	HOOK
53724824	30.0	Lamotrigine 25mg Tablet	29300-0111-05	Yes	8.43	09/11/23	09/11/23	HOOK
53724832	30.0	Melatonin 5mg Tablets	80681-0040-02	No	7.94	09/11/23	09/11/23	HOOK
					32.19			

ELMORE PHARMACY SEPTEMBER 2023

9/14/2023	Rx 1076465-00 - DEXTROAMP-AMPHETAMINE 5 MG TAB (Date Filled: 09/13/2023)		\$98.61
Subtotal For		PLUMAS	\$98.61



TEHAMA COUNTY PROBATION DEPARTMENT

Richard A. Muench, Chief Probation Officer
1840 Walnut Street
P.O. Box 99
Red Bluff, CA 96080
PH (530) 527-4052 Fax (530) 527-1579

INVOICE

Bill To

Plumas County Probation Dept.
Erin Metcalf, Chief Probation Officer
270 County Hospital Rd, Ste 128
Quincy, CA 95971

Date**2/6/2023****Invoice #****2021-222****COUNTY****PLUMAS****TERMS****Due on receipt**

Description	Quantity	Rate	Total
JJRBG Allocation Disbursement-July 1, 2022 to June 30, 2023		50,000.00	50,000.00
See attached for an itemized breakdown of the charges.			
Please make checks payable to: Tehama County Probation. Questions concerning this billing contact our Finance Dept. (530) 527-4052 Ext. 3029.		Total Due:	\$50,000.00



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 2024
SUBJECT: Building Services Department

Recommendation:

.

Background and Discussion:

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Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Michael Coelho, Director of Building Services
MEETING DATE: February 6, 2024
SUBJECT: Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action.

Recommendation:

Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action.

Background and Discussion:

The Building Inspector is currently responsible for inspections throughout the entire county. As he lives in the Portola area, I believe assigning a vehicle to the inspector would increase efficiency, economy and overall safety by allowing for inspections as he travels towards the office.

Action:

Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action.

Fiscal Impact:

General Fund Impact - Reduced overtime.

Attachments:

1. Tab 22 - Overnight Vehicle

**PLUMAS COUNTY
OVERNIGHT VEHICLE ASSIGNMENT POLICY**

Adopted October 26, 1993

1. All overnight vehicle assignments by departments to employees shall be limited to the first line emergency responses for critical services only, and then only when the situation dictates. Exceptions to this policy may be granted by the Board of Supervisors when in its judgment, the overnight assignment or permanent assignment of a vehicle is justifiable for reasons of safety, efficiency and/or economy.

First line emergency response is defined as a limited staff response which must be provided in order to prevent exposure to danger, chance of injury or damage to buildings or property.

To be considered for reasons of efficiency and/or economy the department must be able to demonstrate that overnight assignment of the vehicle will result in a cost savings to the County.

2. The occasional use of a vehicle would remain within the discretion of department heads and is not considered to be an assignment.

An example of occasional use is a circumstance when an employee must use a county vehicle to go to San Francisco for a 9:00 a.m. meeting and the home base of the vehicle is Quincy and the employee lives in Greenville. Driving the vehicle home would allow for an early departure and save travel time.

3. No vehicle assigned to any county employee or official shall be for the purpose of bestowing compensation or a benefit to the individual, unless the Board of Supervisors specifically approves it in writing and it is reported to the proper State and Federal taxing authorities.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 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: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. for Surface Mining and Reclamation Act (SMARA) local agency mining operations permit management services; effective February 6, 2024; not to exceed \$50,000; General Fund Impact as approved in FY23/24 Planning Department budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. effective February 6, 2024, with a not to exceed \$50,000 budget.

Background and Discussion:

On September 13, 2023, the Planning Department released a Request for Qualifications (RFQ) seeking professional services (a consultant) with extensive experience implementing local government permit management under the State Mining and Reclamation Act (SMARA), in addition to having an excellent working relationship with the California Department of Conservation (DOC) Division of Mine Reclamation (DMR).

The Planning Department is responsible for permit management of not less than sixteen (16) mines located in Plumas County in compliance with SMARA statutes and regulations and local ordinance (Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 5 Permit to Mine and Reclamation). The work requires demonstrated expertise and familiarity with regulations, policies, and procedures related to SMARA regulated mining operations. Requirements noted in the RFQ included the need for respondents to have expertise and knowledge of annual inspection and reporting responsibilities, possess staff with documented DOC mine inspection credentials, experience with review of financial instruments (e.g., Financial Assurance Cost Estimates (FACEs) and Financial Assurance Mechanisms (FAMs)), discretionary entitlement experience such as special use permits including conditions of approval, permits to mine, and reclamation plans; and environmental documentation.

The deadline to submit a SMARA permit management services proposal was October 13, 2023, and the Planning Department received four (4) responses from qualified consultants, as follows: SHN, VESTRA Resources, Inc., Benchmark Resources, and Land Logistics, Inc. On November 10, 2023, SHN withdrew from consideration, leaving three (3) respondents to interview. The Interviews were conducted and occurred on November 15, 2023, and 17, 2023.

The County RFQ Evaluation Panel included Supervisor Dwight Ceresola (District 1); Tracey Ferguson, Planning Director; Rebecca Herrin, Assistant Planning Director (Retired Annuitant); and Zachary Gately, Grants Manager, and was overseen by the County's Purchasing Agent, Debra Lucero, County Administrative Officer. The Evaluation Panel reviewed and ranked the respondents' qualifications and experience within the proposals, also the fees, in addition to the interview presentation and responses to County questions based on the criteria and scoring in the RFQ. A maximum of 150 points total was possible (maximum of 100 points for the proposal and 50 points for the interview). Items such as completeness of the RFQ, staffing and credentials, conflict of interest, and exceptions to the Professional Services Agreement were scored by a

“pass/fail.” Client references were also checked for each respondent.

The four Evaluation Panel members provided a proposal score and an interview score for each respondent. Those scores were then totaled and averaged, to result in a final total proposal score and final total interview score for each respondent, as follows:

1. Land Logistics, Inc. – Proposal 83.75 / Interview 46 – TOTAL 129.75
2. VESTRA Resources, Inc. – Proposal 77.75 / Interview 42.25 – TOTAL 120
3. Benchmark Resources – Proposal 74.5 / Interview 41.75 – TOTAL 116.25

On December 12, 2023, Land Logistics, Inc. was notified as the preferred consultant to recommend to the Board of Supervisors and VESTRA Resources, Inc. and Benchmark Resources were notified of non-selection.

Land Logistics was established in 2004, and is based in Yolo County (Davis), California, with a full range of services to public agencies in the field of planning, project management, environmental analysis and SMARA compliance. Land Logistics has worked extensively in rural counties (e.g., Butte County, Sutter County, and Mendocino County), and has a strong relationship with DOC DMR staff. Brian Millar, AICP, and Ignacio (“Nash”) Gonzalez, AICP, are proposed as Land Logistics staff and are highly experienced planners, having worked at all levels within public planning organizations for over 35 years, with exceptional background and expertise in SMARA compliance and surface mining inspections and reporting, including financial assurance reviews.

The professional Services Agreement with Land Logistics, Inc. is approved as to form by County Counsel and is budgeted under the Planning Department’s FY23/24 budget for a not to exceed \$50,000 dollars (through June 30, 2024), with an “Extensions” term (section 4) stating “The term may be extended by amendment up to three (3) additional one-year terms, from July 1 to June 30, based on the County fiscal year calendar. Compensation for additional terms under section 2 of this Agreement would be determined, by fiscal year, based on County allocated funding.”

The scope of work included in “Exhibit A” and includes the primary tasks of pre-inspection analysis and file review, review and submittal of FACEs and FAMs, mining inspections, SMARA report preparation and submittal, in addition to other ‘as needed’ services such as California Environmental Quality Act (CEQA) document preparation and/or review of CEQA documents; providing technical expertise or general assistance as it relates to other mining issues of surface mining operations, land use, and/or reclamation and review of technical reports submitted by mining operators or to assist staff with review of a particular mining/reclamation permit application, vested mining rights determinations, interim management plans, or general implementation of the County’s SMARA ordinance; and assistance with the preparation of a code amendment to update the local SMARA ordinance (Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 5 Permit to Mine and Reclamation).

Action:

Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. effective February 6, 2024, with a not to exceed \$50,000 budget.

Fiscal Impact:

General Fund Impact as approved in FY23/24 Planning Department budget.

Attachments:

1. Land Logistics_SMARA_Contract_BOS 2.6.24

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Land Logistics, Inc. a S-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 (Scope of Work), 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 (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty Thousand dollars (\$50,000).
3. **Term.** The term of this agreement shall be from February 6, 2024, through June 30, 2024, unless terminated earlier as provided herein.
4. **Extensions.** The term may be extended by amendment up to three (3) additional one-year terms, from July 1 to June 30, based on the County fiscal year calendar. Compensation for additional terms under section 2 of this Agreement would be determined, by fiscal year, based on County allocated funding.
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 except for services already provided but not yet paid 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 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

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.

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 10, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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

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

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both

Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

County:

Planning Department

County of Plumas

555 Main Street

Quincy, CA 95971

Attention: Tracey Ferguson, AICP, Planning Director

traceyferguson@countyofplumas.com

530-283-6214

COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

Contractor:

Land Logistics, Inc.

216 F Street, #38

Davis, CA 95616

Attention: Brian Millar, AICP, President

brian@landlogistics.com

(530) 902-9218

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. Agreement Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Agreement 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

COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Land Logistics, Inc., a S-Corporation

By: _____
Name: Brian Millar, AICP
Title: Chief executive Officer and Secretary
Date signed: _____

COUNTY:

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

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Contractor shall provide services in assisting County with Surface Mining and Reclamation Act (SMARA) local agency permit management of mines in Plumas in compliance with SMARA statutes and regulations, California Department of Conservation (DOC) Division of Mine Reclamation (DMR), and local SMARA ordinance (Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 5 Permit to Mine and Reclamation). Tasks include:

Task 1 – Pre-Inspection Analysis/File Review

Prior to commencement of individual mine inspections, Contractor will obtain hard copy files, including but not limited to, permit to mine, special use permits and entitlements, conditions of approval, reclamation plans, plan amendments, mining operation annual report, other technical mining reports and plans, and vested rights determinations, if applicable, as well as the lead agency annual notice of completion of inspection and surface mining inspection reports and financial assurance documents of the mining operations subject to SMARA to review for project awareness and to ensure the project file records are complete and organized.

Task 2 – Review and Submittal of Financial Assurances (FACE and FAM)

Contractor will conduct a review of current financial assurances, including the Financial Assurance Cost Estimate (FACE) and Financial Assurance Mechanism (FAM) for the mining operations subject to SMARA for consistency with the provisions of SMARA and the approved reclamation plans. Contractor will review the annual FACEs provided by the operators, along with the reclamation plan, mining plan, and conditions of approval to determine the adequacy of the financial assurance amounts. Contractor will provide the County with a detailed summary of FACE comments and proposed changes to bring the cost estimate into compliance with applicable regulations/plans. Once the FACE has been reviewed by Contractor, and determined to be adequate and approved by County to submit, the FACE will be submitted by Contractor with the annual inspection report to DMR for the required 45-day review by DMR. Once the 45-day review by DMR is completed, Contractor will follow up and notify the mine operator of the requirement to submit the updated FAM to both the state and the County for the required 15-day review. Contractor, in collaboration with County, will review the FAM and provide the necessary comments to the operator if found deficient, or will provide formal approval if found adequate. The FAM review will include an evaluation to determine the solvency of the bond, letter of credit, or cash surety. For bonds, Contractor will verify the financial strength of the surety bond companies issuing the financial assurance mechanism. Contractor will also verify that the issuer of financial assurances is approved by DOC DMR.

Task 3 – Mining Inspections

Contractor will conduct prior calendar year mining inspections of all mining operations under County regulation not less than once in any 12-month calendar period, and within 6 months of the receipt of the mining operation annual report (MRRC-2 reporting form) submitted by the operator on or before July 1. Contractor may coordinate the date and time of the inspections directly with the mine operators or County can assist. County prefers mine operators are onsite and participating during the mining inspections. Contractor will conduct the mine inspection, which includes the review of all facilities, including erosion control facilities, and documentation

of the inspection with field notes and digital photos. County staff may accompany Contractor on any mine inspection. The inspection will be documented and reported by Contractor on the most current State approved MRRC-1 form. A notice of completion of inspection will also be prepared by Contractor on the most current State approved NOCI-1 form. Contractor will identify any areas of concern or potential violations that may exist at any of the operations and coordinate and/or assist County staff with enforcement procedures, identify possible solutions that may be implemented to remedy the situation or suggest potential enforcement actions, if warranted. Additionally, if necessary, Contractor will conduct one subsequent inspection where deficiencies or violations were noted to verify any corrections. This is considered an additional inspection and is only conducted if deficiencies need to be verified.

Task 4 – SMARA Report Preparation/Submittal

Contractor proposes that within 90 days of completing the mine inspections under Task 3, Contractor will prepare and submit all necessary reports (MRRC-1 and NOCI-1) to DMR on behalf of the County along with a cover letter via hard copy mail. A copy of the reports and cover letter to DMR will be provided to the County for its files and distribution to the mine operator. Contractor will also file the reports electronically with DMR. In addition, Contractor will provide a detailed explanation of each of the inspection points noted on attached pages to form MRRC-1. This will also include an evaluation and reporting of the financial assurances for the mine with an expanded explanation beyond the standard reporting form with greater detail of the County's findings. Contractor will also provide a list of corrective measures should violations of reclamation plans, use permit conditions, and/or mitigation measures be observed. Contractor will take photographs of the mine sites to be included in the reports to document the operation, reclamation of the site, and any violations noted.

Task 5 – As Needed

Contractor may participate in virtual or in-person meetings including field visits with mine operators, County staff, DMR, other agencies (County and non-County), other consultants/professionals, and the general public, as necessary.

Contractor may provide other land use, planning and technical services, as needed, to implement the applicable regulations and programs related to SMARA, which may include California Environmental Quality Act (CEQA) document preparation and/or review of CEQA documents.

Contractor may provide technical expertise or general assistance as it relates to other mining issues of surface mining operations, land use, and/or reclamation and review of technical reports submitted by mining operators. Technical expertise may also be called upon to assist staff with review of a particular mining/reclamation permit application, vested mining rights determinations, interim management plans, or general implementation of the County's SMARA ordinance.

Contractor may assist the County in preparation of a code amendment to update its local SMARA ordinance (Plumas County Code of Ordinances, Title 9 Planning and Zoning, Chapter 5 Permit to Mine and Reclamation), as these were last updated circa 1996 through 1998 and are now out of date as required by amendment to SMARA pursuant to California Public Resources Code Sections 2710 through 2796.5. Tasks may include the draft and final ordinance update amendments, public outreach, Planning Commission and Board of Supervisors public hearings, as well as representing the County before the State Mining and Geology Board for certification.

EXHIBIT B

Fee Schedule

Compensation shall not exceed \$50,000 for work under this Agreement.

For requested services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor as follows:

Hourly Rates:

Principal	\$160.00/hour
Senior Associate/Project Manager	\$160.00/hour
Engineering Geologist/Geophysicist	\$160.00/hour

Contractor shall submit an invoice to County for each calendar month in which services are provided.



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) for services in assisting County with a determination of vested mining rights for the Engels-Superior Mines; effective February 6, 2024; not to exceed \$35,000; General Fund Impact under County Administrative Officer (General Services) in FY23/24 budget and an Advance Conflict Waiver; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) effective February 6, 2024, with a not to exceed \$35,000 budget and an Advance Conflict Waiver.

Background and Discussion:

On April 26, 2023, the Planning Department received a request by US Copper Corp. as the operator/applicant for a vested rights determination for several parcels under ownership of the California-Engels Mining Company. Planning Department staff and the operator/applicant met to discuss the request, and subsequently an amended request was submitted on June 27, 2023, which reduced the number of properties for determination of vested rights to two (2) parcels, as follows: APN007-080-004-000 and APN 007-090-003-000.

An extensive background report with documentation was submitted by the operator/applicant as well as supplemental historical mining location maps and other information requested by the Planning Department. The complete operator/applicant report, including all exhibits, can be viewed at the Planning Department counter at 555 Main Street, Quincy, or online at: <https://www.plumascounty.us/2180/Zoning-Administrator>.

Planning Department staff reviewed, conducted analysis, and processed the request and prepared a staff report for the Zoning Administrator meeting of October 11, 2023, with a staff recommendation based on the whole of the record, weighing all evidence presented and discovered, that factual and legal determinations be made and vested rights be approved by the Zoning Administrator for the Engels-Superior Mines (APNs 007-080-004-000 and 007-090-003-000). The staff report was made available to the public on October 5, 2023.

The Zoning Administrator meeting minutes of October 11, 2023, reflect substantial public comment and the direction by the Interim Zoning Administrator (Jim Graham) was to continue the item to the December 13, 2023 Zoning Administrator meeting, keep the public hearing open, and allow additional time and opportunity for the public to review the 40+ page staff report and the complete 450+ page operator/applicant background report and documentation, in addition to allowing time for Graham to continue to review the materials and for County staff to work with County Counsel, as appropriate. No determination was made on October 11, 2023.

At the December 13, 2023, Zoning Administrator meeting, substantial public comment continued and the direction by the Interim Zoning Administrator (Jim Graham) was to continue the item to the May 8, 2024 Zoning Administrator meeting, keep the public hearing open, and allow further time and opportunity for the public to review the documentation to-date, including all public comments, in addition to recommending County staff continue to work with County Counsel, as appropriate, and to retain outside legal counsel

representation (a consultant) with expertise in State Mining and Reclamation Act (SMARA) legal and factual vested rights determinations. No determination was made on December 13, 2023.

Planning Department staff (Tracey Ferguson, Planning Director), continued to work with County Counsel in December 2023 pursuant to the Interim Zoning Administrator (Jim Graham) and began the solicitation of outside representation with expertise in vested rights determinations.

Coincidentally, the Planning Department during this time period, was processing a Request for Qualifications (RFQ) for consultants with SMARA expertise, with two of the three SMARA RFQ respondents having the needed experience, those being: 1) Land Logistics, Inc. and 2) Benchmark Resources. These consultants were approached, under the RFQ, for interest in providing services to assist the County with a determination of vested mining rights for the Engels-Superior Mines.

Land Logistics respectfully declined the offer of work and recommended Best Best & Krieger, LLP (BBK) as their preferred SMARA legal counsel with expertise in local government lead agency vested rights determinations and case law. BBK was contacted and was interested and provided a bid, with BBK legal and paralegal staffing.

Benchmark Resources was contacted and was interested and provided a bid, with Benchmark Resources staff and a qualified legal subconsultant (Hanson Bridgett).

The scope of work and schedule was set by the County and both bids were similar, overall, in legal and non-legal staffing rates and fees. It was determined that a not to exceed \$35,000 budget was appropriate to complete the scope of work based on the projected hours, calculating the staffing rates and fees.

The criteria for consideration of the preferred SMARA vested rights determination consultant includes expertise in vested rights determinations, qualified legal counsel understanding SMARA and vested rights determinations case law, and no substantive and material conflicts of interest.

Benchmark Resources is based in Folsom, CA, and provides planning and environmental compliance services to lead agencies throughout California responsible for permit application processing, environmental review, and compliance monitoring of surface mining operations, in addition to having mining operators as clients. Hanson Bridgett has a Sacramento, CA, office and has legal expertise in SMARA and vested rights determinations case law. Regarding conflicts of interest, Benchmark disclosed that on behalf of Rise Gold, Benchmark Resources prepared a use permit and reclamation plan application, prepared or managed the completion of various technical studies supporting the application, and advised Rise Gold during Nevada County's California Environmental Quality Act (CEQA) environmental review process. Benchmark Resources did not assist with the Rise Gold vested rights application nor advised Rise Gold during Nevada County processing of the recent vest rights application. Benchmark was not involved in the vest rights application process and has not performed any substantive work on behalf of Rise Gold since May 2023.

BBK is based in Ontario, CA, and is a full-service law firm providing advisory and transactional legal services and litigation representation to hundreds of primarily public agencies, including dozens of cities and counties. BBK's attorneys have expertise in determining vested land use rights and case law for a variety of different land uses, including mining operations. BBK rarely, if ever, works with private mining operators and disclosed no conflicts of interest with mining operators within or outside of Plumas County. Further, BBK is not representing any other client on a matter adverse to the County at this time; however, BBK has represented other long-time clients on past matters that were potentially adverse or adverse to Plumas County on separate matters (e.g., water resources), and as a result, BBK worked with Plumas County Counsel on an Advance Conflict Waiver to be considered for approval by the Board of Supervisors and executed by the Board Chair.

In review of Benchmark Resources and BBK qualifications and substantive and material conflicts of interest, the Director of Planning, Tracey Ferguson, in consultation with the County's Purchasing Agent and County Administrative Officer, Debra Lucero, in addition to County Counsel, is recommending BBK to the Board of Supervisors as the preferred consultant.

The professional Services Agreement with BBK is approved as to form by County Counsel and is being funded under the County Administrative Officer FY23/24 budget, under General Services, for a not to exceed \$35,000 dollars (through May 31, 2023). The scope of work is included in "Exhibit A" and includes the primary tasks of reviewing the whole of the vested rights determination record (e.g., County staff report and operator/applicant vested rights documentation, zoning administrator meeting records, County codes, state law, case law, public comments) and providing comments and recommendations, coordination and project management and meetings, and attendance at the May 8, 2024, Zoning Administrator meeting.

As the County did not formally conduct a competitive solicitation process specifically to procure SMARA legal counsel with expertise in local government lead agency vested rights determinations and case law, documentation of an exception to the County Purchasing Policy is appropriate. Pursuant to the County Purchasing Policy, a contract may be awarded without a competitive process if it meets certain exception criteria such as expert and professional services which involve extended analysis and a specialized type of knowledge and when time is of the essence for the solicitation and it is impractical to observe a competitive process. The competitive solicitation exception process, analysis, and request was prepared, with justifications, and is approved by the Planning Director, CAO, and County Counsel and is attached to the professional Services Agreement.

Action:

Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) effective February 6, 2024, with a not to exceed \$35,000 budget and an Advance Conflict Waiver.

Fiscal Impact:

General Fund Impact under County Administrative Officer (General Services) in FY23/24 budget.

Attachments:

1. BBK_Mining_VestedRights_Contract_Waiver_BOS 2.6.24

Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Best Best & Krieger a Limited Liability Partnership (LLP) (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 (Scope of Work), 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 (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Five Thousand dollars (\$35,000).
3. Term. The term of this agreement shall be from February 6, 2024, through May 31, 2024, unless terminated earlier as provided herein, as set forth in Exhibit C (Schedule), attached hereto.
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 except for services already provided but not yet paid 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 agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable

COUNTY INITIALS _____

- 1 -

CONTRACTOR INITIALS _____

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 negligent acts, errors, or omissions 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 10, 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 endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
- 12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

COUNTY INITIALS_____

- 3 -

CONTRACTOR INITIALS_____

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Planning Department

County of Plumas

555 Main Street

Quincy, CA 95971

Attention: Tracey Ferguson, AICP, Planning Director

traceyferguson@countyofplumas.com

530-283-6214

Contractor:

Best Best Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attention: Marco Martinez, Partner
marco.martinez@bbklaw.com
(909) 989-8584

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. Agreement 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 Agreement 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

COUNTY INITIALS_____

- 5 -

CONTRACTOR INITIALS_____

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

By: _____
Name: Marco A. Martinez
Title: Partner
Date signed: _____

COUNTY:

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

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

COUNTY INITIALS _____

- 6 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Contractor shall provide services in assisting County with a determination of vested mining rights for the Engels-Superior Mines (APN 007-080-004-000 and APN 007-090-003-000) under ownership by the California-Engels Mining Company with operator, US Copper Corp (Applicant). Tasks include:

1. Review of County Staff Report and Applicant Vested Rights Documentation

Contractor will conduct a factual and legal review October 11, 2023, Zoning Administrator staff report and the Applicant's submittal package, received by the County on April 26, 2023. Contractor to prepare a list of comments and recommendations regarding both the staff report and the submittal package and provide a summary informational memorandum document to the County. If additional data or information is needed from the Applicant, Contractor to outline the necessary data in a brief memorandum to the County.

2. Review of Zoning Administrator Meeting Records, County Codes, and Case Law

Contractor will conduct a factual and legal review of the Zoning Administrator meeting records (e.g., meeting minutes and audio and visual recordings of October 11, 2023 and December 13, 2023), applicable County planning and zoning and Surface Mining and Reclamation Act (SMARA) codes, and relevant case law (e.g., Hansen Brothers Enterprises, Inc. v. Board of Supervisors (1996)) and prepare a summary informational memorandum document to the County of compliance/non-compliance with applicable vested rights criteria and relevant case law in terms of the historical evidence of the intent to mine and will review the scope, nature, and intensity of the proposed scope of vested mining rights. If additional data or information is needed from the Applicant, Contractor to outline the necessary data in a brief memorandum to the County.

3. Review of Public Comments

Contractor will conduct a factual and legal review of all public comments received. Contractor to prepare a list of comments and recommendations regarding public comment and provide a summary informational memorandum document to the County. If additional data or information is needed from the Applicant, outline the necessary data in a brief memorandum to the County.

4. Coordination and Project Management Meetings

Contractor to participate in weekly email correspondence with County and in conference call meetings that provide project information and review of Contractor comments and recommendations. Contractor will prepare agendas and meeting minutes/action items for each meeting. Up to six (6) virtual conference call meetings may be conducted. No in-person coordination and project management meetings will be necessary.

5. Zoning Administrator Meeting Attendance, Presentation, and Determination Support

Contractor to attend the Zoning Administrator meeting on May 8, 2024, at 10 am in Quincy, CA, and in collaboration with the County, prepare a PowerPoint presentation based on the comments and recommendations informational memorandum. Contractor may assist the County in finalizing a resolution documenting the vested rights determination and assisting the County in compiling the administrative record files and data to support its determination.

COUNTY INITIALS_____

- 7 -

CONTRACTOR INITIALS_____

EXHIBIT B

Fee Schedule

Compensation shall not exceed \$35,000 for work under this Agreement.

For requested services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor as follows:

Hourly Rates:

Partners of Counsel	\$360.00/hour
---------------------	---------------

Associates	\$275.00/hour
------------	---------------

Paralegals	\$180.00/hour
------------	---------------

Contractor shall submit an invoice to County for each calendar month in which services are provided.

COUNTY INITIALS_____



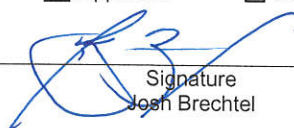
CONTRACTOR INITIALS_____

EXHIBIT C

Schedule

- **February 6, 2024:** Contract execution with notice to proceed.
- **Week of February 12th**
Project kick off meeting and delivery of review materials.
- **February 19 – March 15, 2024 (Tasks 1, 2, 3, and 4)**
Contractor to prepare comments and recommendations with up to two virtual meetings with County:
 - Week of February 26th
 - Week of March 11th
- **March 18 – April 12, 2024 (Tasks 1, 2, 3, and 4)**
Contractor to review comments and recommendations with up to four virtual meetings with County:
 - Week of March 18th
 - Week of March 25th
 - Week of April 1st
 - Week of April 8th
- **April 15, 2024:** Release a whole of the record comments and recommendations summary informational memorandum document to the public.
- **May 8, 2024:** Zoning Administrator meeting, Quincy, CA (Task 5).
- **May 31, 2024:** Contract termination.

For use when requesting approval for bypassing competitive bidding requirements purchasing.
All approved requests should be attached to the final contract

Requesting Department Information		
Department: Planning	Division: N/A	
Department Contact Information		
Contact Name: Tracey Ferguson, Planning Director	Street Address: 555 Main Street, Quincy, CA 95971	
Telephone: 530-283-6214		
FAX: 530-283-6134	Mailing Address: 555 Main Street, Quincy, CA 95971	
E-Mail: traceyferguson@countyofplumas.com		
Contract Category Information		
Contractor Name: Best Best & Krieger LLP		
Name of Category: Services Agreement		
Describe types of purchases contemplated: Professional Services		
Contract/Trans. \$'s estimated per Calendar Year = \$35,000 x 1 yr = Total \$35,000		
# of Contracts/Trans. estimated per Calendar Year = FY23/24 x 1 yr = Total FY23/24		
Contract/transaction Type: Select One: <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services <input checked="" type="checkbox"/> Non-IT Service		
Provide a description of the goods or services to be acquired:		
<p>Contractor shall provide specific expertise in State Mining and Reclamation Act (SMARA) legal and factual vested rights determination services in assisting the County with a determination of vested mining rights for the Engels-Superior Mines (APN 007-080-004-000 and APN 007-090-003-000) under ownership by the California-Engels Mining Company with operator/applicant, US Copper Corp. Tasks include review of County Zoning Administrator staff report and Applicant vested rights documentation; review of Zoning Administrator meeting records, County codes, state law, and applicable case law; review of public comments in the record; coordination and project management and meetings; and attendance at the May 8, 2024 Zoning Administrator meeting, including a presentation and determination documentation and support, as requested.</p>		
Required Approvals		
Planning Department <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director Tracey Ferguson	County Admin Officer <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature Debra Lucero	County Counsel <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature Josh Brechtel

Complete responses must be provided for all of the following items.

A. WHY IS THIS CATEGORICAL EXEMPTION NECESSARY?

- 1. Why can't the acquisition category be competitively bid?** (Identify any time critical requirements that prevent the exercise of reasonable efforts to compete for the good or service, and the specific exemption section in the Purchasing Policy under sections 2.5-2.7)

Pursuant to the County Purchasing Policy, a contract may be awarded without a competitive process if it meets certain exception criteria such as expert and professional services which involve extended analysis and a specialized type of knowledge (Section 2.5 B.) and when time is of the essence for the solicitation and it is impractical to observe a competitive process (Section 2.5 E.). The specific expertise in State Mining and Reclamation Act (SMARA) legal and factual vested rights determination services in assisting the County with a determination of vested mining rights involves extended analysis and a specialized type of knowledge. Pursuant to the direction by the Interim Zoning Administrator at the December 13, 2023, Zoning Administrator meeting, and the need to make public the comments and recommendations by the consultant, with County staff collaboration, in early April 2024 for the May 8, 2024 Zoning Administrator meeting, time is of the essence for the solicitation and it is impractical to observe a competitive process which would take, at a minimum, three months to complete.

- 2. Provide the background of events leading to this request.**

As the County did not formally conduct a competitive solicitation process specifically to procure SMARA legal counsel with expertise in local government lead agency vested rights determinations and case law, documentation of an exception to the County Purchasing Policy is appropriate. On April 26, 2023, the Planning Department received a request by US Copper Corp. as the operator/applicant for a vested rights determination for parcels under ownership of the California-Engels Mining Company. Planning Department staff prepared a staff report for the Zoning Administrator meeting of October 11, 2023. The Zoning Administrator meeting minutes of October 11, 2023, reflect substantial public comment and the direction by the Interim Zoning Administrator was to continue the item to the December 13, 2023, Zoning Administrator meeting, to allow additional time and opportunity for the public to review the documentation and for County staff to work with County Counsel, as appropriate. At the December 13, 2023, Zoning Administrator meeting, substantial public comment continued and the direction by the Interim Zoning Administrator was to continue the item to the May 8, 2024 Zoning Administrator meeting to allow further time and opportunity for the public to review the documentation to-date, including all public comments, in addition to recommending County staff continue to work with County Counsel, as appropriate, and to retain outside legal counsel representation (a consultant) with expertise in SMARA legal and factual vested rights determinations. Planning Department staff continued to work with County Counsel in December 2023 pursuant to the Interim Zoning Administrator and began the solicitation of outside representation with expertise in vested rights determinations.

- 3. What are the consequences of not purchasing the goods and/or services for the proposed category?**

Not being able retain a consultant with expertise in SMARA vested rights determinations in order to provide comments and recommendations in early April 2024 for the May 8, 2024, Zoning Administrator meeting.

- 4. What market research was conducted to substantiate whether there is competition available for this category, including evaluation of whether other (substitute) items were considered?** (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable OR an explanation of why the survey or effort to identify other goods/services was not performed.)

The Planning Department in December 2023 was concurrently processing a Request for Qualifications (RFQ) for consultants with SMARA expertise, with two of the three SMARA RFQ respondents having the needed vested mining rights determination experience, those being: 1) Land Logistics, Inc. and 2) Benchmark Resources. These consultants were approached, under the RFQ, for interest in providing services to assist the County with a determination of vested mining rights for the Engels-Superior Mines. Land Logistics respectfully declined the offer of work and recommended Best Best & Krieger, LLP (BBK) as their preferred SMARA legal counsel with expertise in local government lead agency vested rights determinations and case law. BBK was contacted and was interested and provided a bid, with BBK legal and paralegal staffing. Benchmark Resources was contacted and was interested and provided a bid, with Benchmark Resources staff and a qualified legal subconsultant (Hanson Bridgett).

B. PRICE ANALYSIS

- 1. How was the price offered determined to be fair and reasonable?** (Explain what the basis was for comparison and include cost analyses as applicable)

The scope of work and schedule was set by the County and both bids from Benchmark Resources and BBK were similar, overall, in legal and non-legal staffing rates and fees. It was determined that a not to exceed \$35,000 budget was appropriate to complete the scope of work based on the projected hours, calculating the staffing rates and fees.



Marco A. Martinez
Partner
(949) 263-6582
marco.martinez@bbklaw.com

January 30, 2024

Mr. Greg Hagwood
Chair of the Board of Supervisors
County of Plumas
502 Main Street
Quincy, CA 95971

Re: Advance Conflict Waiver – Informed Written Consent to Representation
of Other BBK Clients

Dear Mr. Hagwood:

The County of Plumas has requested Best Best & Krieger (“BBK”) to assist the County with a determination of vested mining rights and possibly other matters as requested (the “County Matters”). BBK is not representing any other client on a matter adverse to the County at this time. However, BBK has represented other long time clients on past matters that were potentially adverse or adverse to the County. Because of the possibility for conflicts to arise between the County and BBK’s other clients described below, we are requesting for the County’s advance consent which will be discussed in detail in this letter.

BBK’s representation of the County on the County Matters is not related to BBK’s representation of its other clients. However, a potential conflict of interest exists with BBK representing the County and the other BBK clients concurrently on separate matters. The purpose of this letter is to request the informed written consent from the County for: 1) future conflicts with the County Medical Services Program Governing Board (“CMSP”); and 2) future conflicts with State Water Contractors (“SWC”), The Metropolitan Water District of Southern California (“MET”), other member agencies of the SWC whose interests align with the SWC and/or MET, and the Delta Conveyance Design and Construction Authority (“DCA”).

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

...

Best Best & Krieger LLP | 2855 E. Guasti Road, Suite 400, Ontario, California 91761
Phone: (909) 989-8584 | Fax: (909) 944-1441 | bbklaw.com

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

**FUTURE CONFLICTS - SCOPE OF REPRESENTATION OF COUNTY MEDICAL
SERVICES PROGRAM GOVERNING BOARD**

BBK has been representing CMSP on general counsel matters for several years. Thirty-five counties participate in the CMSP. The County is one of those participating counties. We understand there is no conflict between CMSP and the County at this time, but because the County is a participating county in CMSP, it is possible for conflicts to arise. We do not anticipate our work on the described matters for the County to present a conflict with our work for CMSP.

If we are still representing the County on the County Matters, and CMSP asks BBK to represent CMSP against the County on unrelated matters, then we would first need to obtain consent from the County to do so. Because CMSP has been a BBK client for so many years, we cannot take the chance the County would refuse such consent. Therefore, we ask that you sign this letter giving the County's informed consent now to any future representation of CMSP against the County in an unrelated matter so that we do not need to ask you for such consent in the future. Despite this advance consent, BBK must immediately inform the County in writing of such future representation of CMSP against the County to allow the County to determine if it would continue to use BBK as counsel in the County Matters.

**FUTURE CONFLICTS - SCOPE OF REPRESENTATION OF STATE WATER
CONTRACTORS, METROPOLITAN WATER DISTRICT & DELTA CONVEYANCE DESIGN
AND CONSTRUCTION AUTHORITY**

BBK has served SWC as their General Counsel for over thirty-five years in a variety of different types of matters. BBK represents SWC on Delta Conveyance projects, including the former dual tunnel project known as the California WaterFix Project. As part of that representation, BBK represented SWC on validation actions, CEQA and the NEPA litigation, and various other administrative hearings related to these matters. At this time, we do not know precisely how the County's view on the Waterfix Project differs from SWC's view, but it is possible that the County could oppose the Waterfix Project while SWC generally supports the Waterfix Project. Since 2017, BBK's scope of representation on the Delta conveyance has evolved over the last few years, and we anticipate our work will continue to evolve with further developments on a potential conveyance project. As part of the representation, BBK also provides special counsel services to Metropolitan Water District of Southern California ("MET") who is a member of the SWC on conveyance-related issues, and general counsel services to the Delta Conveyance Design and Construction Authority ("DCA"). Because of the changes to the proposed conveyance project, we now refer to the tunnel project (formerly known as WaterFix) as the "Delta Conveyance Project."

We understand there may be some past matters where the County's interests may not have always aligned with BBK's other clients. As mentioned above, BBK has represented SWC for decades as its General Counsel on a variety of matters, including litigation, regarding water law issues, such as surface water, ground water, imported water, water transfers, water quality, water rights, and other water issues as needed. Likewise, for many years BBK has provided special counsel services to MET which is a member of SWC. Similarly, BBK has served as the general counsel or special counsel to several SWC member agencies on water issues, including those described above. Those agencies include, but are not limited to, the Santa Clarita Valley Water Agency, Desert Water Agency, San Geronio Pass Water Agency, Coachella Valley Water District, and Kern County Water Agency. Often our services for MET and the SWC member agencies are aligned with our services for SWC. For several years, BBK has represented DCA as its General Counsel on a variety of matters, including but not limited to, procurement, public records and Brown Act issues, lease negotiations, employee benefit matters and other various matters as requested by the DCA.

BBK's scope of work for SWC, MET, SWC's other member agencies, and DCA will likely expand as needed to include matters related to the Delta Conveyance Project and other water related matters. We do not know the County's position in these matters, but we anticipate that SWC, MET, SWC's other member agencies, and DCA's interests and the County's interests may not align in the Delta Conveyance Project or other water related matters. As a result, this creates a potentially adverse or directly adverse relationship between the County on one hand, and SWC, MET, the SWC's other member agencies, or DCA on the other (collectively, the "Delta Conveyance Matters"). The Delta Conveyance Matters may include, but are not limited to validation actions, CEQA and NEPA litigation and various other administrative hearings. There may be other projects that we work on for SWC, MET, SWC's other member agencies, or DCA in which the County is interested, and potentially adverse to SWC, MET, SWC's other member agencies, or DCA. Given the change in the tunnel project, the evolution of our work for SWC, MET, the SWC's other member agencies, and DCA, we request that by signing this letter, the County consents to our representation of SWC, MET, SWC's other member agencies, and DCA in any future matters that are adverse, or potentially adverse to the County. We wish to note that we will not provide any legal services concerning water issues to the County, and that the County has been, and will continue to be represented on water issues by non-BBK attorneys.

POTENTIAL ADVERSE CONSEQUENCES

Because BBK is not currently representing a client adverse to the County, it is impossible to predict exactly the facts related to any such future conflict, but we do believe it is possible to describe the reasonably foreseeable potential adverse consequences that would arise, which include the following:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to the County may be impaired or clouded by our relationship with other clients.
- There may be an appearance of impropriety in our concurrent representation of the clients discussed above along with the County on unrelated matters.
- We may inadvertently disclose confidential information to a client that the County would not like revealed.

- We may be restricted from forcefully advocating the County's position for fear of alienating another client depending upon the circumstances.

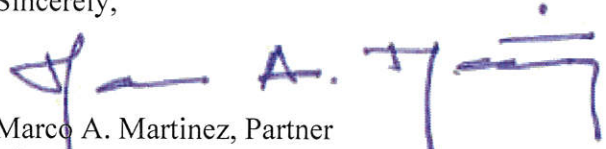
THE COUNTY'S CONSENT

If the County agrees to the representation by BBK to other clients adverse to the County now, and in future matters, we need an authorized representative of the County to sign this consent letter. This consent will not waive any protection that the County may have with regard to attorney-client communications with us in matters in which BBK represents the County. Those communications will remain confidential and will not be disclosed to any third party without the County's consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

The County's execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and the County's consent to our representation of the other BBK clients described in this letter.

Sincerely,


Marco A. Martinez, Partner
of BEST BEST & KRIEGER LLP

COUNTY:

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

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors
Date signed: _____



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

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 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: February 6, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and **Emphasys Computer Solutions, Inc. for investment software (SYMPRO)**;; and Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and **Emphasys Computer Solutions, Inc. for investment software**; Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Background and Discussion: The Treasurer-Tax Collector's office has been using Excel spreadsheets and accounting ledgers to track and reconcile investments for years. It is crucial that this process be updated, and investment tracking software be purchased to simplify the tracking of investments. SymPro is used by many California counties and will also be able to interface with the Tyler Munis system.

The funds were allocated to the Treasurer-Tax Collector's budget for the 2023 – 2024 fiscal year. The contract is not to exceed \$90,000 for a term of 3 years.

Thank you.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and **Emphasys Computer Solutions, Inc. for investment software**; Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact, Approved in the 2023-2024 Treasurer-Tax Collector Budget (20050).

Attachments:

1. TCC - Item 4.F.1.

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: January 24, 2024

Vendor: Emphasys Computer
Solutions, Inc.(Sympro)
1200 SW 145th Ave, Ste 310
Pembroke Pines, FL 33027
Tel:

County: County of Plumas Department of Tax-Collector/Treasurer
520 Main Street, Room 203
Quincy, CA 95971
Tel: (530) 283-6260

Description: Purchase of software for investment tracking and reporting as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Ninety thousand and 00/100 Dollars (\$ 90,000.00)

Term: Agreement shall commence on February 6, 2024 and shall terminate on February 5, 2027 unless
the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By: 

Name: Peter Bakonyvari

Title: General Manager

Date Signed: 01/23/2024

COUNTY:

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

By: _____

Name: Greg Hagwood

Chair, Board of Supervisors

Date signed:

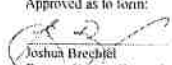
ATTEST:

By: _____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Computer Solutions, Inc. having its principal place of business in Pembroke Pines, FL (hereinafter Emphasys); and Plumas County Treasurer-Tax Collector's Office having its principal place of business at 520 W. Main Street, Room 203, Quincy, CA 95971 (hereinafter Licensee).

1. LICENSED SOFTWARE

- 1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software identified in Exhibit A ("Licensed Software"), provided to Licensee as Software-as-a-Service ("SaaS"), and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable, non-perpetual, license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or delivered to Licensee in an Emphasys provided hosted environment (SaaS), purchased and delivered hereunder.

2. PROPRIETARY INFORMATION & NON-DISCLOSURE

- 2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.
- 2.2. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. To the extent, public disclosure laws are applicable, the licensee will have no liability to Emphasys for disclosure of information acting in good faith pursuant to its obligations under public disclosure laws. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.
- 2.3. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and obtain such relief as may be determined by a court of competent jurisdiction.

3. PAYMENT TERMS

- 3.1. Licensee agrees to pay 100% of Emphasys the price of the SaaS Fees by paying the first full annual payment at the time of execution of this Agreement. Licensee agrees to pay 100% of subsequent years 30-days in advance, prior to the anniversary of the initial due date, which shall

be effective the first of the month following the date of the initial execution date of this Agreement.

- 3.2. Licensee agrees to pay 100% of the amounts listed in this Agreement for Services upon delivery of such Services by Emphasys.
- 3.3. All amounts are due and payable within thirty calendar days of Emphasys' invoice, and all amounts shall be in US dollars unless otherwise noted. Emphasys accepts all major credit cards. A 3% convenience fee will be charged on processed items.
- 3.4. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than thirty days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee's license for Licensed Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of \$10,000, remain unpaid for a period of ninety (90) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.
- 3.5. In addition to any penalties that may be charged, Emphasys reserves to right to assess and licensee agrees to pay a service charge of one and one-half percent (1.5%) per month or partial month on all past due invoices.
- 3.8 In addition to the amounts listed for Services, Licensee agrees to pay for reasonable expenses incurred by Emphasys to fulfill its obligations to Licensee, including travel expenses such as lodging, food, airfare, ground transportation, mileage and airport parking during the term of this Agreement.
- 3.9 Any sales-related taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with this Agreement, shall be paid by Licensee. If Licensee is exempt from taxation, Licensee shall provide Emphasys with a Certificate of Exemption upon request.

4. WARRANTY

- 4.1. Emphasys warrants that it is the owner of the Licensed Software and Documentation and that Emphasys has the right to sublicense such Licensed Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Licensed Software or

Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnatee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnatee based on a claim or allegation that the Licensed Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation. The affected Indemnatee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.

- 4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.
- 4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.
- 4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.
- 4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.
- 4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.

4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed 24 months of fees paid for the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. AGREEMENT

- 6.1. The Agreement between Licensee and Emphasys consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:
 - 6.1.1. The contents herein, as may be modified in accordance with Article 9.5, including all Exhibits.
 - 6.1.2. Emphasys' proposal, hereinafter referred to as Exhibit A, License and Service Fees.

7. SUPPORT

- 7.1. Emphasys shall provide Support included as part of the annual SaaS fees, commencing on the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year each unless either party provides the other with written notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial term or of any subsequent one-year term. SaaS Fees are based on a 3-year term. If for any reason Licensee cancels within the first three years, the balance of the remaining three years of SaaS Fees will be due immediately upon termination (the "Early Termination Fee").
- 7.2. Effect of Termination. Upon termination of this Agreement the Licensee shall immediately cease all use of the Licensed Software, and within thirty (30) days of

the termination date the Licensee shall (1) provide written notice to Emphasys attesting to the termination of the use of the Licensed Software, and (3) pay the Early Termination Fee (the "Termination Procedures"). In the event that the Licensee fails to complete the termination procedures in a timely manner, the Licensee agrees to pay for the continued use of the Licensed Software, and Licensee shall pay Emphasys on the first of each month a monthly fee equal to one-twelfth (1/12) of the SaaS Fee multiplied by 115%, until such a time that the Licensee has satisfactorily completed the Termination Procedures.

7.3.

7.4. The prices of this agreement are fixed for the first five years according to Exhibit A, License and Service Fees. Thereafter, Emphasys shall be entitled to increase its fees for SaaS upon sixty (60) days prior written notice to Licensee.

7.5. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Licensed Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Licensed Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.

7.6. Emphasys is to provide support to Licensee for technical issues arising from the Licensed Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.

7.7. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding software modules installed or purchased, or any other measure upon which SaaS fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

7.8. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:

7.8.1. Technical troubleshooting and assistance with Licensed Software in order to restore the Licensed Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.

7.8.2. Corrections of errors, interruptions, malfunctions or defects in the Licensed Software to enable the Licensed Software to substantially conform to published Documentation.

7.8.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. **RESPONSIBILITIES OF LICENSEE**

8.1. **Request for Service.** At any time, Licensee may report its request for service using Emphasys' dedicated support 800-support number or e-mail. If Licensee believes that the Support Event is a High priority, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.

8.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Licensed Software module (e.g., General Ledger, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Licensed Software problems and providing written documentation of Licensed Software problems with specific examples.

8.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Licensed Software within two (2) years of general release by said third party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Licensed Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.

8.4. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Licensed Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement. Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.

8.5. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Licensed Software. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.

8.6. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. **GENERAL**

- 9.1. Site Location: The Equipment and Software shall be located at the following address: Emphasys Microsoft Azure Hosting Site.
- 9.2. Export: The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.
- 9.3. Assignment: The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.
- 9.4. Complete Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.
- 9.5. Modification: This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.
- 9.6. Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.7. Waivers: Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this

Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

- 9.8. Force Majeure: In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.
- 9.9. Notices: All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail or when delivered in person to the parties who have executed this Agreement.
- 9.10. Jurisdiction: The parties agree that this Agreement will be entered into in the State of California, that both parties are subject to the jurisdiction of the state and federal courts in California, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created hereunder. The parties further agree that the laws of the State of California and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.
- 9.11. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives, the later of such dates shall be the "Effective Date".

Emphasys Computer Solutions, Inc.

License: Plumas County Treasurer-Tax Collector's Office

By: _____

By: _____

Name: Peter Bakonyvari

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Exhibit A
to
EMPHASYS SOFTWARE AGREEMENT

By and Between
Emphasys Software and Plumas County
Effective Date _____

1. **SaaS Licensed Software:**

Investment Portfolio Management:

Investment Management – SaaS
Custodial Download Service – Transaction import from US Bank
General Ledger Interface – Upload journal entries to Tyler ERP
Earnings Allocation – Distribution of interest earned to pool participants

2. **Authorized Users:** 3 named users

Any other Software licensed during the Term as described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by SymPro.

3. **SaaS and Service Fees:**

a. **SaaS and Service Fees:**

Total Annual SaaS Fee	\$20,000
Annual Maintenance and Support	Inc
Setup, Training & Implementation*	\$8,200
Historical investment data capture	Inc
July 1, 2021 – October 31 st , 2023	
Total Year 1	\$ 28,200

* Travel expenses (if necessary) are not included

4. **Payment Schedule:**

SaaS fees will be invoiced upon execution of this agreement.
Professional service fees and training will be invoiced as services are performed.

Exhibit B
to
EMPHASYS SOFTWARE AGREEMENT

By and Between
Emphasys Software and Plumas County
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all investment types supported within SymPro, including:

Investments

- | | |
|--|---------------------------------|
| • Certificates of Deposits | • Rolling Repurchase Agreements |
| • Negotiable Certificates of Deposits | • GNMA, Pass Through |
| • Checking Accounts | • Bankers Acceptances |
| • Commercial Paper | • Corporate Bonds |
| • Commercial Paper Discount | • Medium Term Notes |
| • United States Treasury Issues, Coupon & Discount | |
| • Federal Agency Issues, Coupon & Discount | |

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM – Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2) or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee’s data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee’s issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee’s issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

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

Recommendation:

Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Background and Discussion:

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

Action:

Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. TCC - Item 4.F.2.

THE PLUMAS COUNTY TREASURER'S OFFICE

INVESTMENT POLICY AND GUIDELINES

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.

IX. 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.

X. 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. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding 45 days from the time of investment.

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 (r) 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 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.

XI. 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.

XII. 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. For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity.

XIII. 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.

XIV. 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.

XV. 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.

XVI. CUSTODY OF SECURITIES

All securities owned by the County, except time deposits, 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.

XVII. 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.

XVIII. POLICY REVIEW

This Investment Policy will be reviewed regularly 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
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Adopt **RESOLUTION** Authorizing the Investment of 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:

Adopt **RESOLUTION** Authorizing the Investment of 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**

Background and Discussion:

1.) 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., County Counsel 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.

2.) 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.

I am respectfully requesting approval of the updated Investment Policy and Guidelines, and approval of the resolution authorizing investment of County funds and funds of other depositors for calendar year 2024.

Action:

Adopt **RESOLUTION** Authorizing the Investment of 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**

Fiscal Impact:

No General Fund Impact

Attachments:

1. 22-487 FINAL

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 6th day of February 2024, by the following vote:

AYES: Supervisors

NOES: Supervisors


ABSENT: Supervisors

Chairperson, Board of Supervisors

Attest:

Clerk of the Board

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: Julie White, Treasurer/Tax Collector

MEETING DATE: February 6, 2024

SUBJECT: Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; discussion and possible action.

Recommendation:

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP. General Fund Impact.

Background and Discussion:

As Treasurer-Tax Collector I was required to retain outside legal counsel due to the actions of the Board of Supervisors and other appointed county functionaries. The County Counsel represented the Board, Human Resources and CAO in a closed session discussion of my elected position as Treasurer-Tax Collector. This closed session item was not on the public or closed session agenda, clearly a Brown Act violation and elected officials cannot be discussed in closed session.

This meeting resulted in my receiving a letter on September 6, 2023, from the Human Resources Director (HR). The letter is written as "the Board of Supervisors would like to know..." indicating that the HR director was writing on behalf of the entire Board when there was no agenda item approving this letter.

Evidence further shows that the CAO acted in her official capacity to lobby the Feather River Tourism District to falsely threaten litigation against the county. Liebert Cassidy Whitmore attorney Mr. Hughes later used the tourist district's "threat of litigation" as his reasoning for the closed session meeting on August 15, 2023. Yet the letter from the Feather River Tourism District was received by the county only on September 28, 2023. There was no threat of litigation as of August 15, and no threat of litigation that was not promoted by the CAO.

It is clear that County Counsel could not represent me as Treasurer-Tax Collector and represent the Board, HR and CAO, since Counsel Counsel had already legitimized the Tourism District's threat as legitimate (as opposed to a false threat instigated by the CAO). By letters dated November 13 and 28, 2023, Christopher J. Bakes of the law firm Lewis Brisbois Bisgaard & Smith has thoroughly documented these and other events in letters to the Interim County Counsel, including two recent letters dated November 13 and 29, 2023, documenting the basis for payment of his fees. Simultaneously, I formally requested that my attorneys fees be paid several times to County Counsel. Interim County Counsel has not responded to my formal request. I request that the Board of Supervisors approve my current and any future attorney fees be paid by the County that in any way are affected by or linked to activities by the CAO to provoke false claims against the County, up to a maximum of \$50,000.

As explained in Mr. Bakes's November 13 and 28 letters to the Interim County Counsel, the Office of the County Counsel could not ethically have represented the Treasurer/Tax Collector's office in response to the "threatened lawsuit" on the part of the Tourism District. This is because Interim County Counsel had already

overseen adoption by the Board of the “litigation threat” as legitimate, when in fact it was not legitimate. It was orchestrated entirely by the CAO. This has been established by evidence in the form of an email released by the Tourist District in response to a California Public Records Act request, and has been made available to Interim County Counsel in Mr. Bakes’s letter dated November 13, 2023. (Mr. Bakes’s letters and I do not believe that County Counsel or the Board were aware they had been misled.)

Properly redacted bills from my attorney will be presented promptly upon approval of this proposal. It should be emphasized that without the involvement of my attorney, the CAO’s role in instigating a false threat of litigation would never have been discovered.

Action:

Approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor’s office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP.

Fiscal Impact:

General Fund Impact

Attachments:

1. County Counsel request for brief response from Julie White's attorney



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

January 23, 2024

File No. F023.01

VIA E-MAIL AND FEDEX

Board of Supervisors
County of Plumas

via

Josh Brechtel, Esq.
Sara James, Esq.
Office of the County Counsel
520 Main Street, Room 302
Quincy, CA 95971-9115

Re: Julie White

To the Board:

This letter is in follow-up to my acceptance of the Board's invitation to supply authority for the proposition that the attorneys fees Treasurer-Tax Collector White has incurred to date (and beyond) are properly payable by the County.

My position is in four parts, three of which (1, 2, and 3) independently justify payment, with the 4th part providing critical context:

1. *Urgency.* The fees are legally payable by the County as having been incurred in urgent response to multiple unresolved unlawful acts by County functionaries resulting in an irreconcilable conflict of interest by the Office of County Counsel, all as described in prior correspondence, including my letters dated October 20, 2023, October 24, 2023, November 15, 2023, and November 28, 2023, and in the "Request for County Counsel Services" form submitted by Treasurer White and dated November 16, 2023. Insisting that Treasurer White did not follow "procedures" in requesting payment of fees disregards that the Board was acting in derogation of multiple laws and had empowered the CAO to serially defy open-meeting act protections by failing to control her behavior despite being on actual notice of her and the Board's violations of the Brown Act. California Rule of Professional Conduct

1.7 forbids attorneys representing both sides of the same dispute without waivers. (There are no applicable waivers.)

2. *Precedent.* The fees must by law be paid and precedent exists for their payment, including based on prior action by the Board retroactively authorizing payment for an “investigation” into the Sheriff’s office. Government Code section 31000.6, which as of January 1, 2024 makes conflict-based attorneys fees mandatory, is not a bar to payment for fees previously incurred under circumstances where County Counsel’s disqualification (including by recusal) should have been immediate since the conflict warranting Treasurer White’s retention of counsel was immediate. By operation of the Rules of Professional Conduct, County Counsel was *unable* to discharge the responsibilities of that office under Government Code section 26529. The impairment posing the conflict occurred by operation of law.

3. *Mandatory recusal of Board member Hagwood and Board member McGowan, and CAO Lucero.* Two members of the Board, members Hagwood and McGowan, must recuse themselves from any further deliberations on the topic of Treasurer White’s fees, due to their own conflicts of interest. They allowed, then endorsed County Administrative Officer Debra Lucero’s creation of a false administrative record on January 2, 2024, consisting of her 131-page document entitled “response” (hereafter “Response”) in which she (a) made unfounded claims of privilege to conceal documents, (b) selectively presented some facts while excluding others, (c) claimed she had been “defamed” by criticism directed at her conduct of public office, and (d) opined that Treasurer White’s request for payment of fees be denied or delayed, despite Ms. Lucero’s self-interest in defending against the fees because of their link to well-founded allegations of her own misconduct. Ms. Lucero must be barred from any further deliberations on the topic of these fees, since her misconduct is central to the request. For their part, at the January 2, 2024, meeting, Board members Hagwood and McGowan became advocates for Ms. Lucero’s inaccuracies and disregarded her conflicts of interest, while posing questions to Treasurer White that were plainly rooted in Ms. Lucero’s serial presentations of inaccurate and incomplete data over time, an abuse of her official position. Both Board members avoided actual evidence available within the existing record, including contained in correspondence from Treasurer White’s counsel and from Treasurer White herself, accepting Ms. Lucero’s inaccurate Response over the objection of at least one Board member.

4. *Intimidation.* Board Chair Hagwood effectively endorsed the “defamation” legal theory advanced by Ms. Lucero in her 131-page Response, also on the record at the January

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2, 2024, meeting. Also according to Mr. Hagwood at the same meeting, continuing criticism – particularly by “people not here” – will result in an unspecified “response.” This amounts to a threat of retaliation by Supervisor Hagwood, an official of state government who was then acting under color of law. The pretense he relied on is that criticism of a government official is somehow legally actionable, with a public threat of retaliation warranted. This enters the official conduct zone reached by 42 U.S.C. § 1983. At stake are the combined federal and state constitutional rights of free speech and to petition government, free from official threats and intimidation.

1. Urgency.

By memo dated September 6, 2023, Nancy Selvage (now under indictment) released a memo prepared at the instigation of Ms. Lucero. The memo was comprehensively flawed, operated as evidence of Board delegation of authority it could not lawfully exercise in any event, intruded on the conduct of the Treasurer’s office, and provided evidence that there had already been violations of the Brown Act. My letter dated September 18, 2023, formally advised of these violations.

County Counsel next requested a list of the particular incidents that violated the Brown Act, which the undersigned provided. Despite the minute evidence, the citations to evidence, and patent deficiencies and irregularities in the public record (such as it was), County Counsel managed to reject all of it, devising implausible reasons why no violations had occurred.

On November 13, 2023, based on *written, documentary evidence* obtained under a public records act request served on the Feather River Tourist Association, the undersigned advised County Counsel of unassailable evidence that Ms. Lucero had actually *solicited* at least one threat of litigation by asking the Tourist Association’s Sharon Roberts on September 28 to make the threat by letter. Yet this “litigation” was the basis to close meetings well prior to the September 28 threat actually being made. (This manipulation of process also calls to mind Ms. Lucero’s and Ms. Selvage’s actions in September 2022 when they promoted, including to the press, Ms. Lucero’s appointment as CAO *before* the Board actually appointed her, demonstrating a pattern of disregard for process that has continued and intensified over time.)

As described in the correspondence, Ms. Lucero’s activities and the Board’s acquiescence in them, unchecked by the County Counsel despite actual notice, created a perfect storm of conflict whose chief result was to create an immediate conflict of interest on the part of County Counsel by operation of law – in other words, no further action was needed in order for the conflict to be operative.

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First, the rogue and improper September 6, 2023, Selvage memo, was authorized by County Counsel. The impropriety of the memo (addressed in my September 18, 2023, letter) necessitated Treasurer White's retention of outside counsel. The fact that Ms. Lucero now states the September 6 memo was later withdrawn (Response, unnumbered p. 13) demonstrates the irregularity of issuing it in the first place and the necessity of Treasurer White seeking outside counsel where County Counsel certainly was not available to advise her. Since Ms. Lucero now blames the Board for the Selvage memo (Response, unnumbered p. 13), it is clear that Treasurer White had no recourse other than to retain outside counsel.

Second, the Tourist Association's litigation threat, solicited by Ms. Lucero, posed a second grave impediment to conflict-free representation by County Counsel, particularly once County Counsel was on actual notice that the "threat" was actually Ms. Lucero's doing, instigated by her, and aimed at enhancing her position against Treasurer White.

Treasurer White's need and right to retain counsel was instantaneous, operative the instant Ms. Lucero's and all related misconduct occurred – whether as instigator of the rogue memo on September 6 or on September 28 when the Tourist Association states she requested that the Association threaten litigation. Whether it knew or didn't know what Ms. Lucero had done and all of the attendant legal consequences, County Counsel eventually found out. However, the right to counsel attached the instant the conduct occurred that gave rise to the conflict.

As to the Tourist Association, County Counsel was now faced with the prospect of advising Treasurer White about a litigation "threat" received from the Tourist Association, but which had been *solicited* by the County's own CAO, and solicited without disclosure by the CAO that she had any hand in the threat. This placed County Counsel into a position of irreconcilable conflict. County Counsel had presumably advised regarding the closing of the Board's "litigation" meetings, had presumably accepted information regarding the litigation threat from Ms. Lucero, and had provided advice to the Board. Plainly, County Counsel could not possibly now represent or advise Treasurer White, since doing so would place them on opposite sides of the dispute Ms. Lucero instigated. It is not relevant that the litigation threat was actually a phantom threat. What matters is that Ms. Lucero instigated the threat, which then became the basis for official action as if it were legitimate. The undersigned's letter dated November 13, 2023, provided email evidence from the Tourist Association, confirming that Ms. Lucero requested that the Association threaten litigation, since to do so would assist Ms. Lucero in combating critics.

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All of this has placed County Counsel on notice that grave irregularities had occurred, and that it was not available to advise Treasurer White.

2. *Precedent.*

Precedent supports payment. In June 2023, this Board authorized payment on a contract with third-party MRG for “investigative” services directed at the Office of the Sheriff. An original contract in the amount of \$8,000 had been signed in November-December 2022, and a contract for additional services in the amount of \$50,000 had been signed on February 1, 2023, without Board authorization. In June 2023, the Board voted to authorize the \$50,000 amendment, over objections, including that the “investigation” had been improperly convened. Ms. Lucero and at least one Board member responded, stating it wasn’t actually an “investigation” (despite its being named “investigation”) but a “survey.” Renaming it was enough, and the full amount was authorized.

The County itself has retained outside counsel in this matter, the law firm Liebert Cassidy Whitmore, including to draft letter responses to my letters. In his letter dated October 24, 2023, Liebert attorney Jack Hughes confirms that he grasps the totality of the problem, but then summarily dismisses all of the evidence. This was prior to my discovery through the records request that Ms. Lucero had actually solicited the Tourist Association’s litigation threat. Mr. Hughes denied that Ms. Lucero had done any such thing, implausibly calling the notion “defamatory.” (I disabused Mr. Hughes of his error of law in my November 13, 2023, correspondence.)

Government Code section 31000.6’s addition of the Treasurer’s Office as a county office automatically entitled to separate, county-funded conflict-based representation pursuant to an amendment, effective January 1, 2024, does not mean there can be no such payment prior to January 1, 2024. The Board has the inherent authority to authorize payment, and in this context should authorize them. The effect of the amendment is only to make clear that the Board *must* authorize them after January 1, not that it can’t do so prior to January 1. This January 1 change will have the beneficial effect of conclusively resolving all doubt in favor of payment in the presence of a conflict, removing ambiguity, and making plain that listed offices should be protected against having to incur legal fees at their own expense in the presence of a County Counsel conflict of interest. Ms. Lucero’s production of a 131-page incomplete record that she represented in open session as complete and correct demonstrates why elected officials must be protected. The County Counsel could not ethically function under Government Code section 26529 as conflict-free counsel for Treasurer White at any point since issuance of the Selvage memo. The Board has the authority to contract with a suitable replacement.

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Ms. Lucero's deliberately incomplete Response has further consequences, which I turn to next.

3. *Mandatory recusal.*

At the January 2, 2024, meeting, Ms. Lucero presented as true her 131-page "response", directed chiefly to Treasurer White's request that her legal fees be paid. The "response" was materially inaccurate, deliberately partial, contained false claims of "privilege" designed to enable the incomplete presentation of relevant commentary, and asserted that criticism of her work as a county official was "defamatory." Ms. Lucero applied the "privilege" in question to correspondence between County Counsel and counsel for Treasurer White. (*See, e.g.*, Response, unnumbered pp. 5 and 6.")

There is no such privilege, and there is particularly no privilege where *parts* of an allegedly "privileged" communication are directly quoted to the public. By communication dated January 15, 2024, I advised County Counsel that in response to press inquiries I was poised to release all such correspondence upon request. If these communications were indeed "privileged," County Counsel would have promptly so advised claiming this "privilege." County Counsel did not. (*See* email dated January 15, 2024, with enclosure listing all exchanged correspondence, attached.)

Ms. Lucero's claim of "defamation" further misapprehends (a) how the rights of free speech and the petitioning of government operate in the United States of America, (b) the effects of California's Code of Civil Procedure 425.16 on ill-advised lawsuits claiming "defamation" in the presence of the exercise of constitutional rights, (c) the effects of California Civil Code section 47 which actually does render privileged matters involving government, and (d) the clear mandate of Government Code section 54954.3 ("The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body....") In other words, critics of official conduct and misconduct operate by law in a milieu free from fear that government may retaliate. Ms. Lucero appears not to understand this, but rather believes that by force of law she is immunized from criticism and can sue when it happens. Ms. Lucero also complained that mention of her premature press announcement of her appointment as CAO before she was actually appointed was also somehow improper. (See Response, unnumbered p. 1; *see also* "Supervisors caught 'off guard'" by press announcement of Lucero's appointment before Lucero officially appointed: <https://www.plumasnews.com/its-official-plumas-county-appoints-lucero-as-cao/> and <https://www.chicoer.com/2022/08/31/debra-lucero-to-head-plumas-county-administration/>.)

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The remainder of Ms. Lucero's 131-page "response" was selective, piecemeal and incomplete, designed to advance her campaign against Treasurer White, conceal her own misconduct, and evade scrutiny. In her own words, she had just prepared the Response over the holiday weekend, plainly designing it to exonerate herself from any imputation of misconduct or wrongdoing.

The Board through chair Mr. Hagwood allowed all of this into the record unchecked and unchallenged, while turning back a direct challenge presented by one Board member (Supervisor Engels).

What this means is that the Board chair sponsored into the record an inaccurate claim of privilege, an unchecked version of events presented by Ms. Lucero despite her direct and personal stake in resisting scrutiny, and failed to correct Ms. Lucero when she claimed she had been "defamed." Mr. McGowan aligned himself with Mr. Hagwood, calling to mind Mr. McGowan's own past lapse in recklessly critiquing another County elected official, on that occasion the auditor. (See McGowan apology for comments directed to auditor: <https://www.plumasnews.com/hagwood-elected-new-chair-of-the-board-mcgowan-defends-remarks-he-made-last-week/>.)

Within the 26 items of correspondence listed on the attached table are my letters containing comprehensive analyses of events leading up to Treasurer White's request for payment of her fees. Letters and emails carefully document all manner of Brown Act violations and other high irregularities overseen and in many cases instigated by Ms. Lucero, then endorsed by the Board – either directly (as with Mr. Hagwood and Mr. McGowan at the January 2, 2024 meeting) or indirectly in failures to place proper checks in place that would avoid the serial irregularities documented in the correspondence. For Ms. Lucero's part, her tenure began on an irregular note. Announcing her appointment *prior to the appointment* was irregular in the extreme. Since then, Ms. Lucero has proved serially incapable of handling the rigors of her position without running afoul of applicable laws, and without rancor and division. (See Plumas County Sun report of January 20, 2024, meeting, placing Ms. Lucero again at the center of rancor and hostility, <https://plumassun.org/2024/01/20/supervisors-wrestle-with-potential-brown-act-violations/>.)

My letters provided the Board and County Counsel with well-researched analyses of just how extreme and obvious the many Brown Act and related violations were, commencing with the September 6, 2023, "memo" from Nancy Selvage (listed on the table) and continuing long after that date – meaning that the Board has long been on actual notice of the irregularity of its and Ms. Lucero's actions. I provided County Counsel and the County's outside counsel further information in response to requests. Yet regardless of the quality of the information and research I provided, County Counsel implausibly continued to claim no violations had occurred. (After significant

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evasion of our demand that the Salvage memo be deemed entirely withdrawn, County Counsel stated only that it had been mooted. However, in her Response, Ms. Lucero for the first time stated that the Salvage memo had actually been “withdrawn” and it was therefore unfair to make an issue of it. This has the consequence I discussed earlier – by now admitting the Salvage memo has been withdrawn, Ms. Lucero admits that the memo has been voided, vindicating Treasurer White’s decision to seek outside counsel in the first place.)

Tolerating this level of irregularity on the part of Ms. Lucero now places Mr. Hagwood and Mr. McGowan in positions of acquiescing in misconduct, incapable of deliberating where to do so may run counter to Ms. Lucero. They have each demonstrated their inability to fairly reflect on facts and evidence where to do so may require them to find against Ms. Lucero.

For her part, Ms. Lucero must likewise recuse herself from any further action concerning Treasurer White’s petition for payment of attorneys fees. As Ms. Lucero made abundantly clear in her Response, she is angry at having been challenged. Furthermore, Ms. Lucero is the chief subject of my correspondence which repeatedly gave the Board and County Counsel the benefit of the doubt. Ms. White’s request for county counsel services cites Ms. Lucero’s official conduct. Having become the chief subject of an official process where her own conduct is central, Ms. Lucero must be disqualified from any further involvement in Treasurer White’s request for payment of her fees, joining Mr. Hagwood and Mr. McGowan.

4. *Intimidation.*

In his own meeting comments on January 2, Mr. Hagwood, having accepted without objection Ms. Lucero’s false “privilege” and claims she was “defamed,” went on to threaten a “response” to those critiquing the Board and Ms. Lucero, including unspecified “persons not present.” This has the direct effect of chilling the exercise of constitutional rights by threatening those who may present information that Mr. Hagwood does not like to hear. This implicates 42 U.S.C. section 1983, which is directed to those state (or county) officials who use their office to intimidate those exercising constitutional rights. Though non-specific and not naming anyone in particular, Mr. Hagwood has now made it known, on the record, that critics should not come forward because retaliation may await them.

We have now at a minimum entered the zone protected by section 1983, and Mr. Hagwood should be cautious in the extreme in making statements that can in any way be deemed threats against citizen exercises of constitutional rights. This also becomes an ingredient in his disqualification.

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Conclusion.

In sum, the Board – particularly minus Hagwood and McGowan – can and should authorize payment of Treasurer White’s fees. The documentary record is substantial.

Very truly yours,

A handwritten signature in blue ink that reads "Christopher J. Bakes". The signature is fluid and cursive, with the first and last names being more prominent.

Christopher J. Bakes of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

CJB:amf

Enclosures



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 2024
SUBJECT: Sheriff's Office

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: February 6, 2024

SUBJECT: Adopt **RESOLUTION** Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. Roll call vote.

Recommendation:

Adopt **RESOLUTION** Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Background and Discussion:

The Plumas County Sheriff's Office has older non-operational generators and patrol vehicles that have been replaced that can be transported to Bar None Auction Services to be auctioned to the highest bidder.

Action:

Adopt **RESOLUTION** Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 24-052 FINAL (1)

RESOLUITON NO. 24-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,
DECLARING ITEMS POSSESSED BY THE PLUMAS COUNTY SHERIFF'S OFFICE
ARE SURPLUS AND TO AUTHORIZE THE AUCTION OF SAID ITEMS THROUGH
BAR NONE AUCTION SERVICES.**

WHEREAS, the Plumas County Sheriff's Office has, in its possession, a collection of old and/or inoperable vehicles and generators, and

WHEREAS, the Plumas County Sheriff's office has replaced these inoperable items and seeks to have them removed from county property, and

WHEREAS, under Government Code 25363 the Board of Supervisors may sell or lease at public auction, and convey to the highest bidder, for cash, any property belonging to the county not required for public use. The sale or lease may be made at the courthouse door or at such other place within the county as the board orders by a four-fifths vote. Notice of the sale or lease shall be given five days prior thereto either by publication in a newspaper published in the county or by posting in three public places in the county. The proceeds shall be paid into the county treasury for the use of the county. If in the unanimous judgment of the board, the property does not exceed in value the sum of five hundred dollars (\$500), or the monthly rental value thereof is less than seventy-five dollars (\$75), or if it is the product of the county farm, it may be sold or leased at private sale without advertising by any member of the board authorized by a majority vote of the board. The sale or lease shall be reported to and confirmed by the board. This section does not apply to the furnishing of goods to special districts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, CALIFORNIA, that this Board declares that the material in Attachment A and in the possession of the Plumas County Sheriff's Office is surplus; and

RESOLVED, FURTHER, that the material in Attachment A be transported to Bar None Auction for auction to the highest bidder in accordance with Government Code 25363.

Passed and Adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th Day of February 2024, by the following Votes:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Greg Hagwood
Chair, Board of Supervisors

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

SURPLUS ITEMS

2001 JEEP CHEROKEE VIN# 1J4GW45S11C579939 (UNMARKED ADMIN)
1994 CHEVROLET VIN# 1GCEK14Z8RZ276403 (DETECTIVE)
1986 CHEVROLET VIN# 2GCGG31J8G4157842 (DETECTIVE)
2001 DODGE VIN# 2B5WB35Z31K514446 (CORECTIONS VAN)
2000 CHEVROLET VIN# 1GAHG39R5Y1261351 (CORRECTION VAN)
1999 FORD VIN# 1FTPF28L1XKB11033 (ANIMAL CONTROL)
2008 FORD EXPEDITION VIN# 1FMFU16578LA44543 (PATROL)
2007 FORD EXPEDITION VIN# 1FMFU165X7LA68057 (PATROL)
2005 FORD VIN# 2FAFP71W75X121561 (PATROL)
2011 POLARIS RAZER VIN# 4XAVE76A5BB065649 (OHV)

MILITARY SURPLUS

2012 ADVANCED METALWORKING CO TRAILER VIN# 1L9TF1428CKLL039
1989 JACOBSEN TRAILER VIN# 1J9DE2H28KF015461
DIESEL GENERATOR POWER UNIT 495 B/G SER# T-97-083-55
DIESEL GENERATOR POWER UNIT 495 B/G SER# T-91-112-63
DIESEL GENERATOR POWER UNIT 495 B/G SER# T-92-216-20

*CURRENT LIST AS OF
8/23/2023*



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

Recommendation:

Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

Background and Discussion:

Friends of Plumas County Animals presented at the Board of Supervisors Meeting in May and June 2023, requesting assistance to help with the feral cat issues that resulted from the Dixie Fire on August 15, 2023, the BOS approved Ten Thousand Dollars to be spent towards this project. After the event, Friends of Plumas County Animals gave a report to the BOS on how the program went.

Action:

Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

Fiscal Impact:

No General Fund Impact; approved by Auditor-Controller

Attachments:

1. 20240122160316
2. Minutes 08-15-2023

TRANSFER NUMBER
(Auditor's Use Only)

Date 2/6/2024

Board
Board
Board
Auditor
Auditor

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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) Decision was made on 8/15/2023 by the Board of Supervisors

B) Board allocated \$10,000 for the spay and neuter of feral cats

C) Services already occurred

D) Decision was made after recommended budget

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Mante Chohan

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, Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Vice 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 AUGUST 15, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No 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.

Brianna Kohler regarding Chinese cemetery.
Debbie Hopkins regarding Chinese cemetery.
Averil Kimball regarding Dame Shirley Plaza.
Two (2) comments received via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Assessor Cindi Froggatt gave a tax roll summary. Asked by Supervisor Hagwood to come back with formal presentation.
Sheriff Todd Johns gave update on road closures; staffing issues.
Planning Director Tracey Ferguson gave update on Airport Land Use Commission special meeting in regards to potential new courthouse location and State Department Housing Community Action Plan.
Public Health Director Dana Krinsky gave update regarding Covid cases being up and Community Health Plan.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report given.

B. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe Hoffman, Mt. Hough Ranger District gave update regarding current lightening started fires; planning efforts and projects.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

Greg Ellingson gave brief update.

D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.

Public Review Draft Briefing.

Planning Director Tracey Ferguson provided updates regarding meetings in different areas in the County and provided community outreach opportunities.

E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)

Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

Planning Director Tracery Ferguson provided updated on Title 25 Ordinance development.

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 = 5).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

A. SOCIAL SERVICES

- 1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

Adopt **RESOLUTION 23-8837** authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation.

D. FACILITY SERVICES

- 1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.

E. BUILDING DEPARTMENT

- 1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE -

- 1) Adopt **RESOLUTION** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8834** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

- 2) Adopt **RESOLUTION** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8835** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23, **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

- 3) Agreement for Fiber-optics connectivity on Radio Hill.

Item moved to September 5, 2023 Board of Supervisors Meeting for further discussion and action.

B. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle.

Motion: Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

No report.

- B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.**

Motion: Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: Supervisor - District 5 Engel.

C. Budget Process, Fiscal & Working Conditions Update

CAO Debra Lucero gave presentation on Budget Process, Fiscal & working conditions of the county.

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 September 12, 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 September 12, 2023; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by split vote (**summary:** Yes = 0 No = 0 Abstain = 1).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** 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 October 11, 2023; discussion and possible action.

Motion: Ratify Resolutions 21-8601 and 23-8605 Proclamations due to fires 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 October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** 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 October 11, 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 October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** District 5 Engle

D. APPOINTMENTS

There were no appointments made.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding Maui disaster.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel did not receive any correspondence.

Supervisor McGowan did not receive any correspondence.

Supervisor Ceresola did not receive any correspondence.

F. INFORMATIONAL ANNOUNCEMENTS

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

Supervisor Hagwood had no meetings or events to report.

Reported by Supervisor McGowan regarding matters related to County Government and include that he attended the Lafco meeting on 8/14/2023.

Supervisor Goss had no meetings or events to report.

Supervisor Engel was not present for this item on the agenda.

Supervisor Ceresola had no meetings or events to report.

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 Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

- G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- J. 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
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood advised that there was no reportable action taken during Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



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

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

Recommendation:

Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

Background and Discussion:

Friends of Plumas County Animals presented at the Board of Supervisors Meeting in May and June 2023, requesting assistance to help with the feral cat issues that resulted from the Dixie Fire on August 15, 2023, the BOS approved Ten Thousand Dollars to be spent towards this project. After the event, Friends of Plumas County Animals gave a report to the BOS on how the program went.

Action:

Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

Fiscal Impact:

No General Fund Impact; approved by Auditor-Controller

Attachments:

1. 20240122160330
2. Minutes 08-15-2023

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Board of Supervisors

Dept. No: 20010

Date 2/6/2024

The reason for this request is (check one):

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

Approval Required

Board

Board

Board

Auditor

Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0055	2015558	58000	TRANSFER-OUT	10,000.00
Total (must equal transfer to total)				10,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	2003052	524400	SPECIAL DEPARTMENT EXPENSE	7,455.34
0001	2003052	521900	PROFESSIONAL SERVICES	2,544.66
Total (must equal transfer to total)				10,000.00

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) Decision was made on 8/15/2023 by the Board of Supervisors

B) Board allocated \$10,000 for the spay and neuter of feral cats

C) Services already occurred

D) Decision was made after recommended budget

Approved by Department Signing Authority: _____

X

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Manley Chah

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, Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Vice 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 AUGUST 15, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No 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.

Brianna Kohler regarding Chinese cemetery.
Debbie Hopkins regarding Chinese cemetery.
Averil Kimball regarding Dame Shirley Plaza.
Two (2) comments received via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Assessor Cindi Froggatt gave a tax roll summary. Asked by Supervisor Hagwood to come back with formal presentation.
Sheriff Todd Johns gave update on road closures; staffing issues.
Planning Director Tracey Ferguson gave update on Airport Land Use Commission special meeting in regards to potential new courthouse location and State Department Housing Community Action Plan.
Public Health Director Dana Krinsky gave update regarding Covid cases being up and Community Health Plan.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report given.

B. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe Hoffman, Mt. Hough Ranger District gave update regarding current lightening started fires; planning efforts and projects.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

Greg Ellingson gave brief update.

D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.

Public Review Draft Briefing.

Planning Director Tracey Ferguson provided updates regarding meetings in different areas in the County and provided community outreach opportunities.

E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)

Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

Planning Director Tracery Ferguson provided updated on Title 25 Ordinance development.

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 = 5).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

A. SOCIAL SERVICES

- 1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

B. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel.
- 2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

Adopt **RESOLUTION 23-8837** authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation.

D. FACILITY SERVICES

- 1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.

E. BUILDING DEPARTMENT

- 1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE -

- 1) Adopt **RESOLUTION** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8834** Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

- 2) Adopt **RESOLUTION** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote

Motion: Adopt **RESOLUTION 23-8835** Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program for the grant period 01/01/23 to 12/31/23, **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

- 3) Agreement for Fiber-optics connectivity on Radio Hill.

Item moved to September 5, 2023 Board of Supervisors Meeting for further discussion and action.

B. PUBLIC WORKS - SOLID WASTE - John Mannle

- 1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle.

Motion: Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

No report.

- B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

Motion: Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: Supervisor - District 5 Engel.

C. Budget Process, Fiscal & Working Conditions Update

CAO Debra Lucero gave presentation on Budget Process, Fiscal & working conditions of the county.

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 September 12, 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 September 12, 2023; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion by split vote (**summary:** Yes = 0 No = 0 Abstain = 1).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** 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 October 11, 2023; discussion and possible action.

Motion: Ratify Resolutions 21-8601 and 23-8605 Proclamations due to fires 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 October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** 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 October 11, 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 October 11, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola.

No: None. **Abstain:** District 5 Engle

D. APPOINTMENTS

There were no appointments made.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding Maui disaster.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel did not receive any correspondence.

Supervisor McGowan did not receive any correspondence.

Supervisor Ceresola did not receive any correspondence.

F. INFORMATIONAL ANNOUNCEMENTS

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

Supervisor Hagwood had no meetings or events to report.

Reported by Supervisor McGowan regarding matters related to County Government and include that he attended the Lafco meeting on 8/14/2023.

Supervisor Goss had no meetings or events to report.

Supervisor Engel was not present for this item on the agenda.

Supervisor Ceresola had no meetings or events to report.

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:
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 3. Building Services Director
 4. Chief Probation Officer
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 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 Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

- G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- J. 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
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Hagwood advised that there was no reportable action taken during Closed Session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: February 6, 2024
SUBJECT: Adopt **RESOLUTION** allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. Roll Call Vote.

Recommendation:

Adopt **RESOLUTION** allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. **Roll Call Vote.**

Background and Discussion:

Human Resources Payroll Specialist II has taken a position with another County Department but will still be assisting HR with payroll activities. As a result, the County will add \$3 per hour to the regular pay when these duties are being performed.

Action:

Adopt **RESOLUTION** allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. **Roll Call Vote.**

Fiscal Impact:

General Fund Impact although it should be minimal until the replacement is fully trained.

Attachments:

1. 23-881 FINAL HR Resolution

RESOLUTION NO. 2024- _____

**RESOLUTION AUTHORIZING STIPEND FOR ASSISTANT RISK
MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST POSITION FOR
HUMAN RESOURCES PAYROLL SPECIALIST II DUTIES**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year 2023/2024 needs may arise to amend Plumas County's Pay Schedule; and

WHEREAS, this Resolution addresses stipend pay increase for an additional stipend hourly rate of \$3.00 per hour for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources department #20035; and

WHEREAS, the current Human Resources Payroll Specialist II has taken a position with another County Department; and

WHEREAS, the Assistant Risk Manager/ Occupational Safety & Health Specialist will assist in performing the day-to-day duties of the Human Resources Payroll Specialist II until the position is filled and trained.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve Resolution to amend Assistant Risk Manager/ Occupational Safety & Health Specialist Classification and Pay Schedule while acting as Human Resources Payroll Specialist II to reflect the following:

Effective January 15th, 2024, Assistant Risk Manager/ Occupational Safety & Health Specialist classification will be paid a stipend of \$3.00 per hour in addition to regular Assistant Risk Manager/ Occupational Safety & Health pay for Human Resources Payroll Specialist II duties. The stipend will be charged to fund #20035.

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

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.

Recommendation:

Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.

Background and Discussion:

Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.

Action:

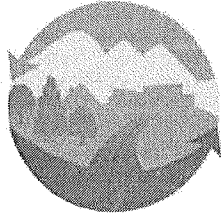
Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.

Fiscal Impact:

No General Fund Impact; discussion only.

Attachments:

1. 2024 ESJPA Delegations



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2024 will be held on March 14th.

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

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

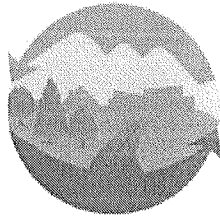
The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2024 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ 1st Alternate: _____

E-Mail: _____

➤ 2nd Alternate: _____

E-Mail: _____

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Management Analyst I
MEETING DATE: February 6, 2024
SUBJECT: Approve the voting entities of the Emergency Medical Care Committee per the revised bylaws. Roll Call Vote.

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

1. Plumas County EMCC Bylaws_01.03.2024
2. EMCC Voting Membership blank



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



Revised Bylaws
Adopted 01/03/2024

I. MISSION

A. The Emergency Medical Care Committee (EMCC) acts as an advisory body to the County Board of Supervisors, the Local EMS Agency, and the County Public Health Director on all matters relating to Emergency Medical Services.

II. COMMITTEE RESPONSIBILITIES

A. The duties of the EMCC as specified in the California Health and Safety Code Section 1797.274 and 1797.276 are to review the operations of each of the following at least annually:

1. Ambulance services operating within the county.
2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.
3. First aid practices in the county.

B. The EMCC shall, at least annually, report to the Authority, and the Local EMS Agency its observations and recommendations relative to its review of the ambulance services' emergency medical care and first aid practices, and programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in the county. The EMCC shall submit its observations and recommendations to the County Board of Supervisors which it serves and shall act in an advisory capacity to the County Board of Supervisors and to the County EMS Agency on all matters relating to emergency medical services as directed by the Board.

III. VOTING MEMBERSHIP

A. The members of the EMCC Voting Membership shall be nominated by the bodies identified below and approved by the Board of Supervisors:

1. One representative from each of the Ground Ambulance Transport Providers operating in Plumas County.
2. One representative from each of the three hospitals serving as Base Hospitals recognized by the Local EMS Agency:
 - a. Seneca Healthcare District
 - b. Plumas District Hospital
 - c. Eastern Plumas Healthcare
3. One member from the Plumas County Fire Chiefs Association.
4. One member from the Plumas County Sheriff's Office.
5. Representative from the Plumas County Board of Supervisors.
6. Plumas County Public Health Officer.

B. Each nominating body should select one (1) primary and at least one (1) alternate member.



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



C. One person may represent only one agency from the above list and, thus, may cast only one vote.

IV. ADVISORY MEMBERSHIP

A. The following advisers to the EMCC shall be selected by the EMCC Voting Membership. Advisors are key EMS system stakeholders that hold roles within the Plumas County EMS system and are essential to the provision of emergency medical services in Plumas County:

1. Representatives from Plumas County fire departments.
2. Representatives from California Highway Patrol.
3. Representatives from CAL FIRE.
4. Representatives from the US Forest Service
5. Representatives from air ambulance providers servicing Plumas County's 911 response area as designated by the Local EMS Agency.
6. Representatives from the Plumas County Office of Emergency Services.
7. Representatives from local amateur radio operators.
8. Representatives from Plumas County Departments including but not limited to, Public Works, Environmental Services, Public Health, Behavioral Health, Social Services.
9. Representatives from American Red Cross.
10. Representatives from Sierra County Public Health/OES.
11. Representatives from the Local EMS Agency.
12. Representatives from other agencies approved by the Voting Membership.

B. Advisers may change from time to time and do not require an appointment by the Board of Supervisors.

V. OFFICERS

A. The officers of the EMCC shall be a Chair, Vice Chair and Secretary.

B. The Chair and Vice Chair shall be nominated from the Voting Membership. The Chair and Vice Chair shall be elected by the Voting Membership to serve for two (2) years or until their successors are elected.

C. The Chair and Vice Chair may not be elected for more than two (2) consecutive terms in the same office. In the event of a vacancy in the Chair position, the Vice Chair automatically assumes the Chair position. In the event of a vacancy in the Vice Chair position, the EMCC will elect a new Vice Chair from among its current membership at its next regular public meeting subsequent to the officer's resignation.

D. The Secretary position shall be filled by a member of the Plumas County Public Health Agency for an indefinite term.

VI. DUTIES OF OFFICERS



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



A. The Chair shall preside over all meetings of the EMCC in addition to serving as the Chair of the Executive Committee. The Chair will be a spokesperson for the EMCC and assure that the EMCC is informed about County emergency medical services issues and needs.

B. The Vice Chair shall assume the duties of Chair in the absence of the Chair and shall render assistance as requested by the Chair.

C. In the absence of the Chair and Vice Chair, one of the two non-officer Executive Committee members present at the meeting shall preside.

D. The Secretary shall post meeting agendas in accordance with Brown Act regulations. The secretary is also charged with recording meeting minutes and distribution of the minutes following regular meetings.

VII. EXECUTIVE COMMITTEE

A. The Executive Committee is established to conduct the business of the EMCC between regular meetings and shall be comprised of the:

1. EMCC Chair
2. EMCC Vice Chair
3. Two (2) non-officer EMCC Voting Members

B. The EMCC Executive Committee shall be nominated and elected by EMCC Voting Members. The Executive Committee will serve for two (2) years or until their successors are elected. Executive Committee members may be elected to consecutive terms.

C. The Executive Committee shall be subject to the direction of the EMCC and none of its acts shall conflict with action or directions of the EMCC.

D. The Executive Committee shall meet at the request of the Chair, or at the request of a majority of the members of the Executive Committee.

E. Whenever issues must be voted on at Executive Committee meetings in which other EMCC members are in attendance, the voting shall be limited to Executive Committee members.

VIII. MEETINGS

A. Regular meetings of the EMCC shall be held quarterly, at least four (4) times per year, or more often as deemed necessary.

B. The EMCC Chair may call special meetings as deemed necessary upon proper public notice.

C. Staff support for the EMCC will be provided by the Plumas County Public Health Agency.

IX. ATTENDANCE

A. Members and advisers are encouraged to attend all meetings. Members, in particular, shall attend at least fifty percent of the meetings held during any consecutive twelve-month period. In the event a primary member cannot attend a committee meeting, the alternate member shall attend the meeting to assure continuity. Only members may vote.



PLUMAS COUNTY EMERGENCY MEDICAL CARE COMMITTEE



B. In the event that a member does not attend at least fifty percent of the meetings, the EMCC Chair will notify the Board of Supervisors and may request that the Board recommend a replacement for the position.

X. VOTING

A. Each of the Voting Members shall have one vote; however, the Chair shall only cast a vote when it is necessary to break a tie due to the absence of one more Voting Members. In the event of a tie the record will reflect such.

B. The Board of Supervisors appointed designated alternate shall vote in the place of the primary member in their absence. If a Board approved designated alternate is not present, no vote shall be cast for the position.

XI. QUORUM

A. A majority of the Voting Membership (fifty percent plus one) shall constitute a quorum. A quorum of the EMCC must be present to take any action on items listed on the agenda.

XII. PARLIMENTARY PRACTICE

A. Meetings of the EMCC shall be conducted consistent with Robert's Rules of Order.

XIII. COMPLIANCE WITH OPEN MEETING LAWS

A. The EMCC complies with the Brown Act, California's open meeting law (Government Code 84 Sections 54950-54963). Among other things, this law requires that:

B. All Emergency Medical Care Committee meetings are open to the public. Members of the public are afforded an opportunity to address the committee on items within its purview.

C. The EMCC Agenda must be posted by the Plumas County Public Health Agency no less than 72 hours before a meeting. The agenda will be posted on the Agency's website and in the public notice posting location at the Plumas County Courthouse Annex, at 270 County Hospital Rd, Quincy, CA 95971.

EMCC VOTING MEMBERSHIP October 2023

AGENCY	PRIMARY	EMAIL	ALTERNATE
Peninsula Fire Protection District			
Plumas District Hospital Ambulance			
Eastern Plumas Health Care Ambulance			
Seneca Healthcare District			
Plumas District Hospital			
Eastern Plumas Health Care			
Plumas County Fire Chiefs Association			
Plumas County Sheriff's Office			
Plumas County Board of Supervisors			
Plumas County Public Health Officer			

EMAIL



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action.

Recommendation:

Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action.

Background and Discussion:

The commitment is 4 quarterly meetings a year for all, but only the elected board member will attend in person meetings. The rest of the positions only attend 30-minute check in meetings virtually per quarter.

Action:

Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action.

Fiscal Impact:

No General Fund Impact; discussion and action only.

Attachments:

None



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 6, 2024

SUBJECT: Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; Roll Call Vote.

Recommendation:

Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**

Background and Discussion:

Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**

Action:

Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**

Fiscal Impact:

.

Attachments:

1. 24-035 FINAL

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made on February 6, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and NICOLE MARY REINERT, an individual ("CONTRACT EMPLOYEE") who agrees as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Director of Public Health, and other duties as may be assigned. A copy of the Plumas County Director of Public Health job description is set forth in Exhibit A and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Director of Public Health, effective February 06, 2024, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a sixty (60) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following: (1) CONTRACT EMPLOYEE'S salary at the time of termination, and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment, at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, CONTRACT EMPLOYEE shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning February 6, 2024, CONTRACT EMPLOYEE shall be paid at the annual salary rate of One Hundred Twenty Thousand Six Hundred Forty and 00/100 Dollars (\$120,640.00) per year (or \$10,053.33 per month). COUNTY may modify CONTRACT EMPLOYEE's annual salary based on performance evaluation, in accordance with the County of Plumas Pay Schedule. COUNTY may also, at its discretion, increase the annual salaries of appointed Department Heads based on other factors at any time. Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Board of Supervisors Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Fourteen (14) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at her sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each party warrants that it has either consulted with legal counsel of its choice or has elected not to consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 115, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on February 6, 2024, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

CONTRACT EMPLOYEE:

By _____
Gregory Hagwood, Chair
Plumas County Board of Supervisors

NICOLE MARY REINERT
"Contract Employee"

Dated: _____

Dated: _____

ATTEST:

Allen Hiskey,
Clerk of the Board

Dated: _____

Approved as to form:



Sara James
Deputy County Counsel II



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: February 6, 2024
SUBJECT: AT&T Telephone Concerns; discussion and possible action.

Recommendation:

AT&T Telephone Concerns; discussion and possible action.

Background and Discussion:

AT&T Telephone Concerns; discussion and possible action.

Action:

AT&T Telephone Concerns; discussion and possible action.

Fiscal Impact:

No General Fund Impact; discussion and possible action.

Attachments:

None



PLUMAS COUNTY COUNTY COUNSEL MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, Interim County Counsel

MEETING DATE: February 6, 2024

SUBJECT: Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2), and e(1) (1 case), and (e)(2) (1 case) of Government Code Section 54956.9

Recommendation:

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Background and Discussion:

On February 6, 2024, the Board of Supervisors will meet in closed session to confer with legal counsel regarding September 18, 2023, October 20, 2023, November 13, 2023, November 28, 2023, and January 23, 2024, letters received from Lewis Brisbois Bisgaard & Smith LLP. The letters allege a variety of claims, including a memo sent through the Plumas County Human Resources Department, allegations under Government Code section 54950 et seq., allegations of conflicts of interest, and alleged misconduct by Plumas County personnel.

The letters and memo referenced contain confidential personnel information, and as such cannot be publicly disclosed. This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

Action:

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Fiscal Impact:

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Attachments:

None