



**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  
MARCH 19, 2024 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **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](mailto:Public@countyofplumas.com)

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. 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.

**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. 11:00 A.M. PUBLIC HEARING:**

- 1) Consideration and Adoption of **RESOLUTION** Making findings on energy savings and determining other matters in connection with an Energy Services Agreement; approved as to form by County Counsel; **Roll Call Vote**

**B. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm for monthly alarm monitoring for Behavioral Health Wellness Centers; effective January 1, 2024; not to exceed; \$5,000.00 (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and Community Medical Specialists dba. Community Behavioral Health; increasing the compensation amount from Seven Hundred Four Thousand (\$704,000.00) to Nine Hundred Four Thousand (\$904,000.000) due to increase in demand; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

**C. PUBLIC WORKS/ROAD**

- 1) Approve and authorize Chair to sign Professional Services Agreement Amendment No. 2 to the agreement between Plumas County Sheriff and CGL Companies, Inc. for Plumas County Corrections Facility; No General Fund Impact; approved as to form by County Counsel.

**D. SOCIAL SERVICES**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Pitney-Bowes Global Financial Services effective April 1, 2024, for a sixty-month lease of a postage/mailing machine. Not to exceed \$23,500. (No General Fund Impact) approved as to form by County Counsel.

**3. DEPARTMENTAL MATTERS**

**A. SHERIFF - Todd Johns**

- 1) (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed \$41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**  
  
(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish; effective February 1, 2024; not to exceed \$60,000 dollars; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

- 3) Request to develop and implement a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer; General Fund Impact, discussion and possible action.
- 4) Approve and authorize Chair to sign a lease agreement between Plumas County Sheriff and Alltel Corp, dba Verizon Wireless; effective March 19, 2024; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action.

**B. PUBLIC WORKS/ROAD - John Mannle**

- 1) CGL to provide an update on the New Jail and Day Reporting Center progress during construction.

**C. PLANNING - Tracey Ferguson**

- 1) Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2024; discussion and possible action

**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 on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; **Four/Fifths Roll Call Vote**

**4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. County Administrative Officer's Report

**5. BOARD OF SUPERVISORS**

- A. Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action.
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

**6. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation - Public Works Director
- B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, April 2, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Consideration and Adoption of RESOLUTION Making findings on energy savings and determining other matters in connection with an Energy Services Agreement; approved as to form by County Counsel; Roll Call Vote

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**Recommendation:**

That the Board of Supervisors:

1. Conduct a Public Hearing for the purpose of taking public comments and consider the adoption of a Resolution making certain findings, and approve an energy services contract with ENGIE Services U.S. for the implementation of certain energy related improvements to County facilities.
2. Authorize the Board Chair to sign the agreement subject to review and approval as to form by County Counsel.

**Roll Call Vote**

**Background and Discussion:**

In January of 2023, ENGIE Services U.S. (ENGIE) contacted the County staff and made a proposal to implement energy related improvements to County buildings without any cost to the County. On February 17, 2023, ENGIE discussed the potential scope of the energy project with staff and walked all of the County buildings. In April 2023, ENGIE filed a solar interconnection application with PG&E to grandfather the Annex Building into the higher NEM 2.0 savings for 20 years. Over the next few months, ENGIE made several site visits and worked with your staff to complete a feasibility study which was presented to the Board on July 18, 2023. On August 1, 2023, your Board directed ENGIE to develop the energy project and bring it back to the Board for consideration of implementation.

Some of the goals of the County for this project are as follows:

1. The County has been seeing huge increases in its electricity cost, as high as 30% per year. The County would like its energy consumption to be reduced as much as possible to reduce the effect of PG&E's price hikes.
2. The HVAC units at many of the facilities are well past their useful lives and the County would like to use this project to replace its old HVAC infrastructure without dipping into the General Fund.
3. The County also desires to install back-up gensets at most of its major facilities because of history of power failures.

Over the next several months, ENGIE worked diligently with your staff to make sure that the final project meets all of the County's goals for this project. Additionally, to finalize the location of a potential solar project for countywide cost avoidance, ENGIE presented to the Board on November 21, 2023 and December 19, 2023.

The final scope of work, pricing and savings, after several rounds of discussions, are as follows and were presented to staff on February 13, 2024:

### Scope of Work

1. Interior and exterior LED lighting upgrades at sixteen (16) County facilities.
2. LED streetlight upgrades at Fairgrounds Road.
3. HVAC packaged unit replacement at thirteen (13) County facilities.
4. Replacement of the old chiller and boiler at the Courthouse.
5. Sealing of all the windows at the Annex Building.
6. Upgrade of the well pumps at Walker Ranch Pump Station and Quincy Fairgrounds.
7. Installation of backup generators at thirteen (13) County facilities.
8. Installation of a solar energy project for the Annex Building consisting of solar carport structures.

### Countywide Solar Project

ENGIE considered multiple locations for a countywide solar project. This project will be financially very attractive saving as much as 25% of the County's electricity consumption. The final location that ENGIE and staff settled on is the one in Crescent Mills below.



However, as per the determination made by the County's Planning Director, before this location is selected, a flood study and CEQA needs to be completed, which will take several months. We will bring the countywide solar project to the Board for consideration in a few months.

### Contract Price and Net Savings

The project price is \$10,754,246 and the net savings over the life of the project, after paying for the cost of the

project, interest payments, and maintenance costs, are \$4,787,804

**Financing**

The County’s Financial Advisor, KNN Public Finance, is arranging the financing for this project. We hope to bring the financing for your Board’s approval in April. There is a provision in ENGIE’s contract that if the financing is not approved by the Board, then the contract is null and void with no cost to the County.

**Project Cash Flow**

A preliminary cash flow for this project is given below:

Project Cost										\$10,754,246
County Contribution										\$1,000,000
Amount to be Financed										\$9,754,246
Finance Term										20
Estimated Annual Interest Rate										4.60%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)										6.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings	
1	\$119,775	\$195,465	\$262,251	\$513,198	\$1,090,689	\$952,049	\$8,251	\$960,300	\$130,390	
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$464,750	\$8,498	\$473,249	\$130,390	
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$491,941	\$8,753	\$500,694	\$130,390	
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$520,490	\$9,016	\$529,506	\$130,390	
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$550,472	\$9,286	\$559,758	\$130,390	
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$581,961	\$9,565	\$591,526	\$130,390	
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$615,040	\$9,852	\$624,892	\$130,390	
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$649,794	\$10,147	\$659,941	\$130,390	
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$686,311	\$10,452	\$696,763	\$130,390	
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$724,689	\$10,765	\$735,454	\$130,390	
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$765,026	\$11,088	\$776,114	\$130,390	
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$807,429	\$11,421	\$818,850	\$130,390	
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$852,010	\$11,763	\$863,773	\$130,390	
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$898,886	\$12,116	\$911,003	\$130,390	
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$948,184	\$12,480	\$960,664	\$130,390	
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$1,000,035	\$12,854	\$1,012,889	\$130,390	
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$1,054,577	\$13,240	\$1,067,817	\$130,390	
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$1,111,959	\$13,637	\$1,125,596	\$130,390	
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$1,172,335	\$14,046	\$1,186,382	\$130,390	
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$1,235,871	\$14,468	\$1,250,338	\$130,390	
21	\$260,618	\$0	\$0	\$0	\$260,618	\$0	\$14,902	\$14,902	\$245,717	
22	\$274,874	\$0	\$0	\$0	\$274,874	\$0	\$15,349	\$15,349	\$259,526	
23	\$289,910	\$0	\$0	\$0	\$289,910	\$0	\$15,809	\$15,809	\$274,101	
24	\$305,768	\$0	\$0	\$0	\$305,768	\$0	\$16,283	\$16,283	\$289,484	
25	\$322,493	\$0	\$0	\$0	\$322,493	\$0	\$16,772	\$16,772	\$305,721	
26	\$340,134	\$0	\$0	\$0	\$340,134	\$0	\$17,275	\$17,275	\$322,859	
27	\$358,739	\$0	\$0	\$0	\$358,739	\$0	\$17,793	\$17,793	\$340,946	
28	\$378,362	\$0	\$0	\$0	\$378,362	\$0	\$18,327	\$18,327	\$360,035	
29	\$399,059	\$0	\$0	\$0	\$399,059	\$0	\$18,877	\$18,877	\$380,182	
30	\$420,887	\$0	\$0	\$0	\$420,887	\$0	\$19,443	\$19,443	\$401,444	
<b>Totals</b>	<b>\$7,513,852</b>	<b>\$7,190,306</b>	<b>\$7,046,786</b>	<b>\$513,198</b>	<b>\$22,264,142</b>	<b>\$16,083,809</b>	<b>\$392,529</b>	<b>\$16,476,338</b>	<b>\$5,787,804</b>	

**Benefits of the Project**

1. Create \$4.8 million in net savings after paying for all costs over the life of the program
2. Receive \$0.5 million in cash subsidy from the Inflation Reduction Act
3. Reduce electricity bills by over 25%
4. Install solar before it becomes unviable in the near future
5. Replace HVAC systems past their lives using project savings
6. Install much needed backup generators using project savings
7. Improve lighting quality for employees and community members
8. Save maintenance staff’s time with long-life LED lighting and new HVAC systems
9. Save administrative time by accomplishing multiple projects simultaneously
10. Stimulate local economy and provide local jobs

11. Carbon emissions reduction equivalent of removing 131 cars off the road annually
12. **Provide internships and other assistance to students of Feather River College**

**Action:**

In accordance with California Government Code Section 4217.10-.18, staff requests that the Board conduct a Public Hearing for the purpose of taking public comments and consider the adoption of a Resolution making certain findings, and approve an energy services contract with ENGIE Services U.S. for the implementation of certain energy related improvements to County facilities and authorize the Board Chair to sign the contract; approved as to form by County Counsel; **Roll Call Vote**

**Fiscal Impact:**

As mentioned above, using conservative assumptions, the project is forecasted to generate a savings of nearly \$5 million over the life of the project, however the County will need to secure financing in order to complete this project.

**Attachments:**

1. Plumas County ENGIE Proposal 3.19.24
2. Exhibit C - Engie Contract (EDIT)
3. Engie Contract 2024
4. 24-134 Resolution



# ENGIE Services U.S. Energizing County of Plumas

March 19, 2024



# Agenda

- **About ENGIE**
- **Scope of Work**
- **Preliminary Program Financial Analysis**
- **Program Benefits**
- **Next Steps**

# Why ENGIE? Experience & Track Record

## Delivering Value

- **49 years of experience**
- **More experience of successful projects for California counties than any other company**
- **Six (6) offices in CA**
- **Comprehensive Energy Partner**
- **Experienced PR Team:**
  - Press releases
  - Town hall meetings
  - Ribbon cutting events

## Project Expertise

- **Experienced & most qualified project team**
- **Local project team and local subcontractors**
- **Local, in-house Operations and Maintenance capabilities**
- **More technical resources than any other company in California**
- **Installed over 400 MW of solar PV for public entities in CA**
- **Largest independent installer of battery storage systems in CA**

## Fiscal Strength & Risk Mitigation

- **#1 independent producer of electricity in the world**
- **100,000 employees**
- **188-year company history**
- **Annual revenue of \$100 billion**
- **Credit rating of A-/A2**
- **Achieved 109% of guaranteed savings**
- **Volume procurement through vendor competition**

# Trusted Partner to California Counties

## Multi-phase Projects = Proven Customer Satisfaction

● County of Alameda – Santa Rita Jail Phase 1	\$1.3 million
● County of Alameda – Santa Rita Jail Phase 2	\$6.1 million
● County of Alameda – Santa Rita Jail Phase 3	\$0.8 million
● County of Alameda – Santa Rita Jail Phase 4	\$11.7 million
● County of Contra Costa	\$1.9 million
● County of Kings Phase 1	\$3.0 million
● County of Kings Phase 2	\$8.4 million
● County of Kings Phase 3	\$4.1 million
● County of Kings Phase 4	\$11.9 million
● County of Madera Phase 1	\$10.0 million
● County of Madera Phase 2	\$6.5 million
● County of Madera Phase 3	\$5.3 million
● County of Merced	\$11.8 million
● County of Placer	\$13.4 million
● County of Sacramento	\$5.2 million
● County of San Benito	\$8.0 million
● County of Shasta	\$14.2 million
● County of Solano	\$44.6 million
● County of Sutter	\$10.5 million
● County of Tulare Phase 1	\$7.2 million
● County of Tulare Phase 2	\$27.6 million
● County of Tulare Phase 3	\$10.0 million
● County of Yuba Phase 1	\$9.9 million
● County of Yuba Phase 2	\$5.2 million

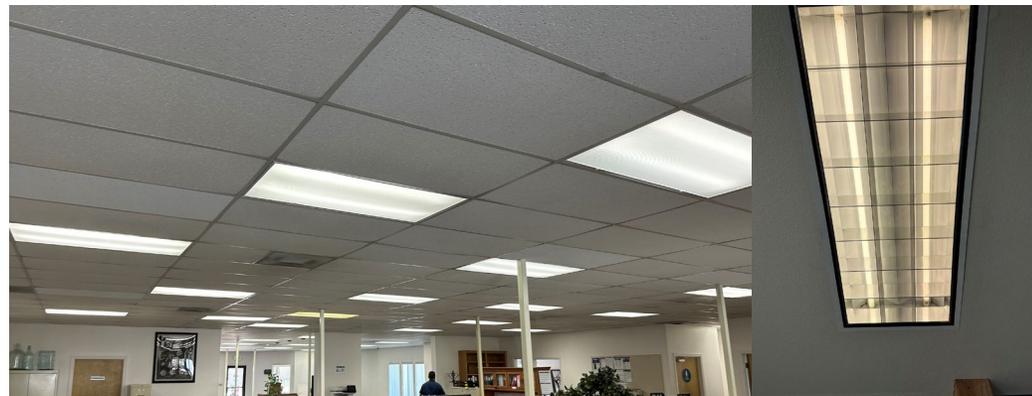
# Energy Conservation Measure (ECM) Matrix

Facility	Address	Annual Electric Bill	Solar PV Canopy	LED Interior Lighting	LED Exterior Lighting	Streetlighting	HVAC Replacement	Motor VFD Upgrades	Generators
Almanor Recreation Center	400 Meadow Brook Lp, Chester	\$4,490		X	X		X		X
Animal Shelter	201 N. Mill Creek Rd	\$41,129		X	X		X		X
Annex Building	270 County Hospital Rd	\$265,799	X	X	X		X		X
Armory (Road Dept Sand House)	Main & Redberg S/E	\$1,860							
Campground (Buildings & Grounds, Taylorsville Park)	Taylorsville Campground, Taylorsville	\$3,478							
County Ag Commissioner Office	208 Fairgrounds Road, Quincy	TBD							X
Chester Complex & Library	222 Willow Way, Chester	\$17,870		X	X		X		
Chester Veteran's Memorial Hall	225 Gay St, Chester	\$9,190		X	X		X		
Clairmont	912 E Main	\$33,972							
Community Development	183 W. Main St., Quincy	\$8,939							
County Assessor (Permit Center)	11 Crescent St	\$48,662		X	X		X		X
Courthouse	520 Main St	\$116,639		X	X		X		
Facility Maintenance Building	198 Andy's Way, Quincy	\$9,573							
Fairground Commercial Building	204 Fairgrounds Rd.	TBD		X	X		X		
Fire Station (Area #2)	947 Long Iron Dr, Chester	\$9,476							
Greenville Maintenance Yard	36 Williams Valley Rd	\$3,501							
Human Resources (Probation)	1446 E Main St	\$4,808		X	X		X		X
La Porte Maint. Shop Sandhouse	La Porte Maint. Yard	\$7,337							
Large pump house	Red River Dr & Gate WY	\$86,049						X	
Lights in center divider (Street Light Meter)	Fairgrounds Rd.	\$3,478				X			
Main Office	204 Fairgrounds Rd.	\$130,842							
Housing Authority Maintenance Building	460 Sierra Meadows LN, Chester	\$8,506							
Nervino Airport	82405 CA-70, Beckwourth	TBD							X
New Jail	56 Abernathy Lane	\$157,406							
Child Support Services	522 Lawrence St, Quincy	\$8,260							X
Portola Library	34 3rd Ave, Portola	TBD		X	X		X		X
Portola Veteran's Memorial Hall	449 W Sierra Ave, Portola	TBD		X	X				
Pump - Fairgrounds	1140 Lee Rd	\$6,394						X	
Quincy Gansner Field Airport	550 Crescent Street, Quincy	\$4,128							X
Quincy Library	445 Jackson St	\$16,198		X	X				X
Quincy Museum	510 Jackson St	\$10,078		X	X				X
Quincy Veterans Memorial Hall	274 Lawrence St, Quincy	\$23,809		X	X		X		
Radio Hill	677 Radio Hill Unit 2	\$7,092							
Rec Room	152 Green Meadows LN, Greenville	\$9,692							
Restroom/camp sites	204 Fairgrounds Rd.	\$5,336							
Road Commissioner Maint. Yard	1834 E Main St	\$21,868							
Road Commissioner Office (Public Works Building)	1834 E Main St	\$17,527		X			X		
Chester Rogers Field Airport	873 Main Street, Chester	\$9,846							X
Sheriff's Office	1400 E Main St	\$64,427		X	X		X		
Shop	2020 La Porte Rd.	\$4,451							
Shop-Sandhouse	Hwy 36	\$7,337							
Small pump house	County Road A13	\$6,394							
Swimming Pool	54 Fairground Rd, Quincy	\$19,307							
Wellness RSC Center	372 Main St, Chester	\$7,383							
Countywide Solar Project Location	Stampfli Ln, Crescent Mills, CA 95947	N/A							
<b>Total</b>		<b>\$1,222,530</b>	<b>1</b>	<b>16</b>	<b>15</b>	<b>1</b>	<b>13</b>	<b>2</b>	<b>13</b>

# Interior & Exterior LED Lighting Upgrades

- **Interior: Replace older generation fluorescent lamps and ballasts with new, more efficient, longer lasting LED lamps and kits. Install lighting sensors where appropriate**
- **Exterior: Replace old HID fixtures with new LED fixtures and kits**
- **Benefits include:**
  - Better quality lighting
  - Replaces old fluorescent lamps and ballasts
  - Reduces energy cost
  - Longer life of system
  - Reduces maintenance cost

Facility	LED Lighting Retrofit
Almanor Recreation Center	X
Animal Shelter	X
Annex Building	X
Chester Complex & Library	X
Chester Veterans Memorial Hall	X
County Assessor (Permit Center)	X
Courthouse	X
Fairgrounds Commercial Building	X
Human Resources (Probation)	X
Portola Library	X
Portola Veterans Memorial Hall	X
Quincy Library	X
Quincy Museum	X
Quincy Veteran's Memorial Hall	X
Road Commissioner Office (Public Works Building)	X
Sheriff's Office	X



# LED Streetlighting Upgrades

- **Replace twenty-seven (27) high pressure sodium lamps with LED lamps**
- **Benefits include:**
  - Better quality lighting
  - Replaces old fluorescent lamps and ballasts
  - Reduces energy cost
  - Longer life of system
  - Reduces maintenance cost

# HVAC Upgrades

- **Replace 115 old, inefficient HVAC units with new, more efficient units of the same size. Units to be replaced are over 15 years old**
- **Seal all the windows at the Annex Building**
- **Benefits include:**
  - More efficient units
  - Improves comfort
  - Savings in energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown

Facility	No. of Units to be Replaced	Average Tonnage
Almanor Recreation Center	4	4
Animal Shelter	11	2
Annex Building	59	2
Chester Complex & Library	5	4
Chester Veterans Memorial Hall	4	4
County Assessor (Permit Center)	10	3
Fairgrounds Commercial Building	2	15
Human Resources (Probation)	3	4
Portola Library	3	3
Courthouse (Fan coil Units)	2	
Quincy Veteran's Memorial Hall	2	5
Road Commissioner Office (Public Works Building)	4	4
Sheriff's Office	6	4
<b>Total</b>	<b>115</b>	<b>5</b>



# Central Plant Upgrades

- **Replace old, inefficient chiller with new, more efficient unit of similar size**
  - One (1) 80-ton air-cooled chiller
- **Location: Courthouse**
- **Benefits include:**
  - More efficient units
  - Replaces obsolete refrigerant
  - Reduces energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown



# Central Plant Upgrades

- **Replace old, inefficient boiler with new, more efficient unit of similar size**
  - One (1) 2,000 MBH hot-water boiler
- **Location: Courthouse**
- **Benefits include:**
  - More efficient units
  - Reduces energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown



# VFD Upgrades for Well Pumps

- **Install variable frequency drives (VFDs)**
- **Locations:**
  - Walker Ranch Pump Station – Install VFD on 150 HP Pump Motor
  - Quincy Fairgrounds – Install VFD on 30 HP Pump Motor
- **Benefits include:**
  - Energy and maintenance savings
  - Provides soft start functionality for increase motor and pump life expectancy



# Backup Generators

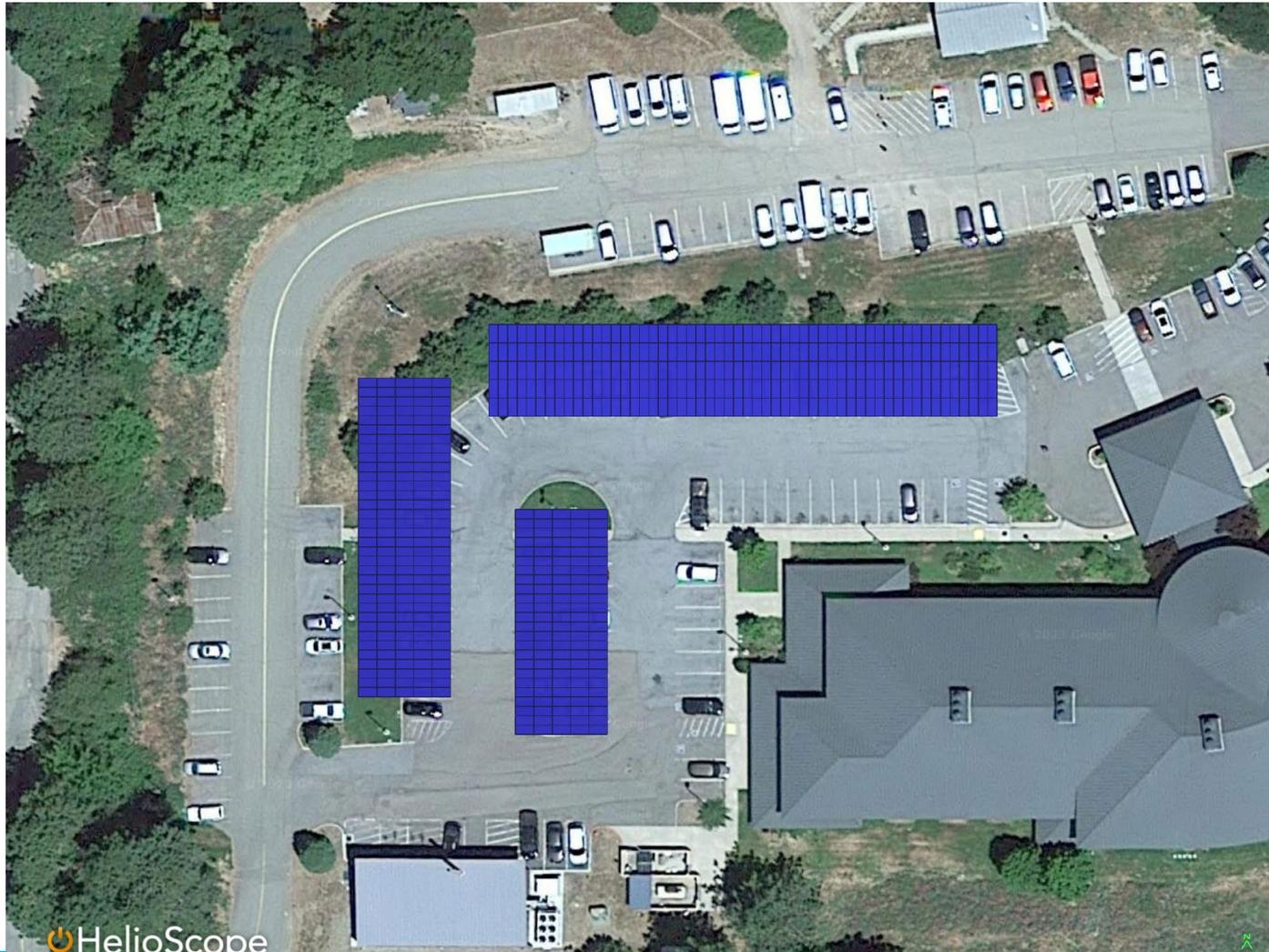
- Install backup generators
- Locations and sizes:

Facility	Generator Size kW
Almanor Recreation Center	50
Animal Shelter	80
Annex Building	80
Beckwourth Nervino Airport	10
County Ag Commissioner Office	40
Chester Rogers Field Airport	25
County Assessor (Permit Center)	80
Human Resources (Probation)	35
Quincy Gansner Field Airport	10
Quincy Library	40
Quincy Museum	35
Child Support	10
Portola Library	35

- **Benefits Include:**
  - Resiliency
  - Proven reliability
  - Operational flexibility



# Solar Parking Canopies for Annex Building – 308 kW



HelioScope

# Workforce Development

## Feather River College

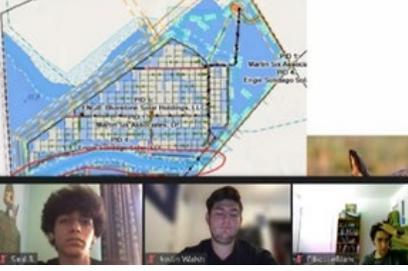
### Guest Speaker Opportunities

#### Environmental Studies

- Are there sensitive/protected animal/plant species?
- Is there important habitat?
- Are there wetlands or cultural resources?
- How can we be environmentally responsible in our site design?

ENGIE provides a virtual energy guest speaker to bridge classroom learning and career exposure.

Students are invited to 2024 virtual summer energy expert calls, discussing topics like Green Hydrogen, EVs, Smart Lighting, and Solar Modeling



### Climate Change Session

ENGIE will host an interactive session on climate change where students collaborate to create a word web. The session raises climate science awareness and sparks questions on solutions

### Internship Program

A Feather River College Student can gain real-world experience in sustainability, engineering, and construction by working on energy efficiency and renewable energy projects as an ENGIE intern



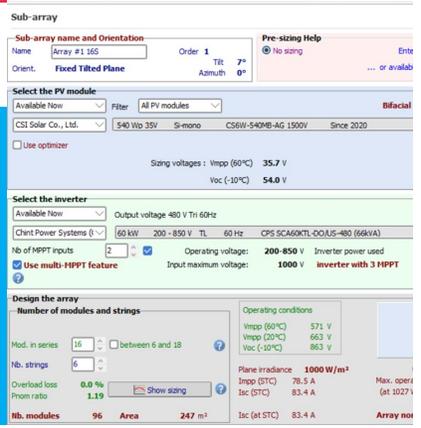
### Energy Field Trip

ENGIE will offer an Energy Field Trip for Feather River College students. Students will learn about the County's project and environmental commitment and Green Energy career paths



### Project Data

ENGIE gathers energy data from the energy project, which can be used for instructional research, classroom projects, and sustainability analysis

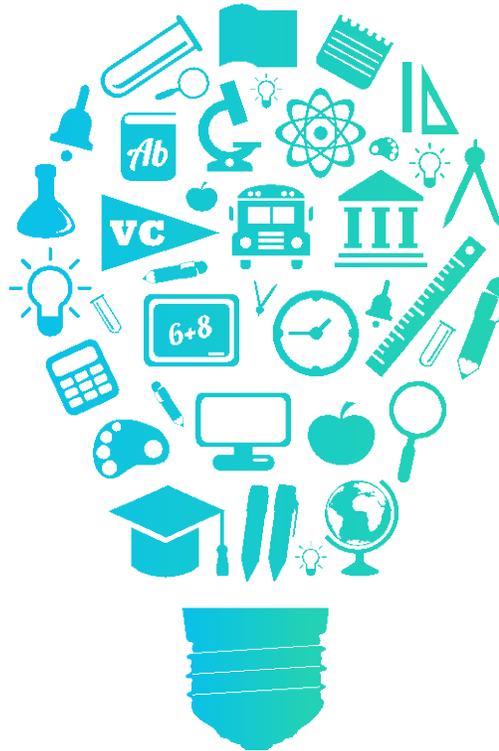


# Preliminary Financial Analysis

Project Cost										\$10,754,246
County Contribution										\$1,000,000
Amount to be Financed										\$9,754,246
Finance Term										20
Estimated Annual Interest Rate										4.60%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)										6.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings	
1	\$119,775	\$195,465	\$262,251	\$513,198	\$1,090,689	\$952,049	\$8,251	\$960,300	\$130,390	
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$464,750	\$8,498	\$473,249	\$130,390	
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$491,941	\$8,753	\$500,694	\$130,390	
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$520,490	\$9,016	\$529,506	\$130,390	
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$550,472	\$9,286	\$559,758	\$130,390	
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$581,961	\$9,565	\$591,526	\$130,390	
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$615,040	\$9,852	\$624,892	\$130,390	
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$649,794	\$10,147	\$659,941	\$130,390	
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$686,311	\$10,452	\$696,763	\$130,390	
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$724,689	\$10,765	\$735,454	\$130,390	
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$765,026	\$11,088	\$776,114	\$130,390	
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$807,429	\$11,421	\$818,850	\$130,390	
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$852,010	\$11,763	\$863,773	\$130,390	
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$898,886	\$12,116	\$911,003	\$130,390	
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$948,184	\$12,480	\$960,664	\$130,390	
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$1,000,035	\$12,854	\$1,012,889	\$130,390	
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$1,054,577	\$13,240	\$1,067,817	\$130,390	
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$1,111,959	\$13,637	\$1,125,596	\$130,390	
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$1,172,335	\$14,046	\$1,186,382	\$130,390	
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$1,235,871	\$14,468	\$1,250,338	\$130,390	
21	\$260,618	\$0	\$0	\$0	\$260,618	\$0	\$14,902	\$14,902	\$245,717	
22	\$274,874	\$0	\$0	\$0	\$274,874	\$0	\$15,349	\$15,349	\$259,526	
23	\$289,910	\$0	\$0	\$0	\$289,910	\$0	\$15,809	\$15,809	\$274,101	
24	\$305,768	\$0	\$0	\$0	\$305,768	\$0	\$16,283	\$16,283	\$289,484	
25	\$322,493	\$0	\$0	\$0	\$322,493	\$0	\$16,772	\$16,772	\$305,721	
26	\$340,134	\$0	\$0	\$0	\$340,134	\$0	\$17,275	\$17,275	\$322,859	
27	\$358,739	\$0	\$0	\$0	\$358,739	\$0	\$17,793	\$17,793	\$340,946	
28	\$378,362	\$0	\$0	\$0	\$378,362	\$0	\$18,327	\$18,327	\$360,035	
29	\$399,059	\$0	\$0	\$0	\$399,059	\$0	\$18,877	\$18,877	\$380,182	
30	\$420,887	\$0	\$0	\$0	\$420,887	\$0	\$19,443	\$19,443	\$401,444	
<b>Totals</b>	<b>\$7,513,852</b>	<b>\$7,190,306</b>	<b>\$7,046,786</b>	<b>\$513,198</b>	<b>\$22,264,142</b>	<b>\$16,083,809</b>	<b>\$392,529</b>	<b>\$16,476,338</b>	<b>\$5,787,804</b>	

# Energy Program Benefits

- ✓ Create \$4.8 million in net savings after paying for all costs over the life of the program
- ✓ Receive \$0.5 million in cash subsidy from the Inflation Reduction Act
- ✓ Reduce electricity bills by over 25%
- ✓ Hedge against rising PG&E energy costs
- ✓ Install solar before it becomes unviable in the near future
- ✓ Replace HVAC systems past their lives using project savings



Carbon emissions reduction equivalent of removing 131 cars off the road annually

- ✓ Install much needed backup generators using project savings
- ✓ Improve lighting quality for employees and community members
- ✓ Save maintenance staff's time with long-life LED lighting and new HVAC systems
- ✓ Save administrative time by accomplishing multiple projects simultaneously
- ✓ Provide internships and other assistance to students of Feather River College
- ✓ Stimulate local economy and provide local jobs

# Energy Program Roadmap

- **File Solar Interconnection Application**  
April 2023
- **Feasibility Study Presentation to the Board**  
July 18, 2023
- **Energy Program Development**  
July 2023 – January 2024
- **Tentative Staff and Board Approval of the Project**  
February 2024 – March 2024
- **Implementation**  
April 2024 – March 2026
- **Celebratory Ribbon Cutting**  
April 2026



# Project Team

**Ashu Jain, PE**  
 Senior Manager  
 ashu.jain@engie.com  
 (714) 473-7837

**Heather Benner, PE, CEM**  
 Project Director  
 heather.benner@engie.com  
 (916) 730-8796

**Waqar Mustafa, PE, PMP, CEM**  
 Project Manager  
 waqar.mustafa@engie.com  
 (916) 599-0731

**Cesar Barragan**  
 Project Engineer  
 cesar.barragan@engie.com  
 (916) 812-2623



**ENGIE Services U.S.**  
 1712 2nd St., Suite 200  
 Sacramento, CA 95811



DIR Project Registration # \_\_\_\_\_  
ENGIE Services Project #: CN-\_\_\_\_\_  
ENGIE Services Contract # R

**EXHIBIT C**

001311  
3637

**ENERGY SERVICES CONTRACT**

**DRAFT DATED 29 February 2024**

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of March 20, 2024 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **Plumas County** ("County" and together with ENGIE Services U.S. the "Parties" and each of County and ENGIE Services U.S. a "Party").

**CONTRACT RECITALS**

WHEREAS, County owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and County wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to County including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, ENGIE Services U.S. has identified potential energy and operational savings opportunities at County's Facilities and estimated program costs to implement the ECMs and presented an overall potential energy cost and consumption savings for implementing the ECMs; and

WHEREAS, pursuant to California Government Code §4217.12, County held a regularly scheduled public hearing on March 19, 2024, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, County has determined that the anticipated cost to County to implement the ECMs will be less than the anticipated cost to County for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by County in the absence of the ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, County has determined that entering into this energy services contract to implement the ECMs is in the best interests of County and that California Government Code §4217.10 *et seq.* allows County to enter into this Contract; and

WHEREAS, by adoption of Resolution No. [●] at the above-referenced meeting, County approved this Contract and authorized its execution.

NOW, THEREFORE, County and ENGIE Services U.S. hereby agree as follows:

**ARTICLE 1. DEFINITIONS**

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"**Abnormally Severe Weather Conditions**" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather Conditions" specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

"**Act**" is defined in ARTICLE 14.

"**Affiliate**" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“**Arbitral Panel**” is defined in Section 19.04(ii).

“**Arbitration Rules**” is defined in Section 19.04(ii).

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment.”

Attachment A	County’s Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Education Services

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by ENGIE Services U.S. to County and subcontractor(s), which identifies when County took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law, but including any change in law imposing new or additional tariffs or import duties).

“**Change Order**” means a written document, signed by both ENGIE Services U.S. and County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“**Construction**” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

**“Construction Documents”** means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

**“Construction Period”** means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

**“Contract”** is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

**“Contract Amount”** means Ten Million Seven Hundred Fifty-Four Thousand Two Hundred Forty-Six Dollars (\$10,754,246.00), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

**“Contract Bonds”** is defined in Section 12.02.

**“Contract Effective Date”** is defined in the Preamble.

**“County”** is defined in the Preamble.

**“County Persons”** means County, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of County or for whom County is responsible.

**“Delay”** means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

**“Dispute”** is defined in Section 19.02.

**“DOE Guidelines”** is defined in Section 13.01.

**“ECM”** is defined in the Recitals.

**“Education Services”** (if any) are defined in Attachment G.

**“EMS”** means an energy management system.

**“Energy Delivery Point”** means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

**“Energy Usage Data”** is defined in Section 2.05.

**“ENGIE Services U.S.”** is defined in the Preamble.

**“ENGIE Services U.S. Warranty”** is defined in Section 9.01.

**“Event of Default”** is defined in ARTICLE 16.

**“Excusable Event”** means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any County Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or County Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages; delay in manufacturing and deliveries of equipment; supply chain disruptions; material price increases that equal or exceed fifteen percent (15%) in a six (6) month period; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of

subjecting the sales of energy output to federal or state regulation of prices and/or services); (xxi) any Utility power outage at a Facility; or (xxii) regional epidemic or global pandemic.

“**Facilities**” is defined in the Recitals.

“**Final Completion**” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

“**Generating Facility**” means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

“**Governmental Authority**” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“**Greenhouse Gas**” is defined in Section 13.01.

“**Hazardous Substances**” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

“**Incentive Funds**” is defined in Section 8.06.

“**Installation**” means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

“**Instruments of Service**” is defined in Section 10.01(c).

“**Interconnection Agreement**” means the Interconnection Agreement to be entered into between County and the Utility with respect to the Generating Facilities.

“**Interconnection Facilities**” is defined in Section 18.02.

“**Interest**” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“**Losses**” is defined in Section 11.01.

“**M&V Commencement Date**” means the first day of the month immediately following the later of (i) ENGIE Services U.S.’s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.’s receipt of the full Contract Amount.

“**M&V Services**” (if any) are defined in Attachment E.

“**Maintenance Services**” (if any) are defined in Attachment F.

“**Measurement Period**” means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**Notice to Proceed**” is defined in Section 2.04.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Education Services, Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to County under this Contract.

“**Project**” means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair County’s ability to beneficially operate and utilize such portion of the Work.

“**Retained Items**” is defined in Section 10.02.

“**Retention**” is defined in Section 8.03.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that County can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to County.

“**Utility**” is defined in Section 18.02.

“**Work**” means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

## ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to County’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after County has closed the financing referenced in Section 2.07, County will issue to ENGIE Services U.S. a written Notice to Proceed (“Notice to Proceed”). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.’s receipt of the Notice to Proceed. If County fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from County, a master project schedule using Microsoft Project®. County will have ten (10) calendar days following receipt of the project schedule to provide input. ENGIE Services U.S. will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.06 County’s Energy and Operational Records and Data. If ENGIE Services U.S. requests, County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, County’s Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. “Energy Usage Data” means all of County’s records and complete data concerning energy usage, energy-related maintenance, and other

related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. County agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, County will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of County's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. County will have sixty (60) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that County may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill County's obligations under this Contract. County's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) County fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding County's ability to fulfill its payment obligations under this Contract when due. County will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After County furnishes any such proof, County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If County fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

### ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

#### Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining (but not paying for) all Applicable Permits required under this Contract. County will cooperate fully with and assist ENGIE Services U.S. in obtaining Applicable Permits.
- (c) County is responsible for paying for all permit fees (including expedited plan check fees), inspections, and certifications costs, including any additional work that may be required by the Authority(ies) Having Jurisdiction as part of the permitting process.
- (d) County is responsible for hiring and paying for all inspectors, site testing (including geotechnical observations) and laboratory testing.
- (e) County is responsible for paying for all utility interconnection(s) costs, including any additional work that may be required by the Utility(ies) as part of the Interconnection Agreement(s).
- (f) County is responsible for obtaining and paying for any annual operating permits and approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination. County will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with County to report on the general status and progress of the Work. ENGIE Services U.S. may (but is not required to) make food and beverage items of nominal value available to County and County's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. County hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to

perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to County for access to any County Facilities. All persons entering the Project Location, including County and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to County and County's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of County for purposes of conflict of interest laws or any other Applicable Law.

#### ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

##### Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by County, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) County will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on County's behalf with respect to the Project design. County's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within ten (10) Business Days after ENGIE Services U.S.'s request, County will:
  - (i) furnish all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
  - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
  - (iii) supply ENGIE Services U.S. with all relevant information in County's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
  - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
  - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify County. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether County's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.

- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by County prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to County for review. County will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate County comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If County fails to provide written comments within the ten (10) Business Day period, County will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase any County Person requests Changes and/or modifications to the Work and/or an Excusable Event occurs, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any County Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any County Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

## ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to County, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to County's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with County in scheduling such outages, and County agrees to provide its reasonable approval of any scheduled outage.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for County's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.

- (d) ENGIE Services U.S. will provide notice to County of scheduled test(s) of installed equipment, if any, and County and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to County and/or a registered civil or structural engineer, employed by County, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by County or by the person to whom authority to accept has been delegated by County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on County or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
  - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify County, in writing, of any:
    - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
    - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
    - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
  - (ii) County will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
  - (iii) If a dispute arises between County and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 County's Responsibilities during Construction Phase.

- (a) County will designate a single-point representative authorized to act on County's behalf with respect to Project construction and/or equipment installation. County may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at County's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) County will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. County will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. County will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to County. County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per County policy) or provide a readily available security escort to unlock and lock doors. County will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of County.

- (d) County will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) County will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by County and such documentation made available to ENGIE Services U.S. are the responsibility of County. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) County will remove any Hazardous Substances either known to County prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) County will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) County will, and will cause County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of County's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) County will, and will cause County Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) County will also do the following:
  - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
  - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
  - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
  - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both County and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any County Person requests a proposal from ENGIE Services U.S. for a Change and County subsequently elects to not proceed with such Change, County agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by such County Person.
- (b) Change Orders Requiring Additional Compensation. If during construction any County Person requests changes and/or modifications to the Work, and/or there are Excusable Events, County will pay the extra costs caused by such modifications and/or changes and/or Excusable Event and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) any County Person requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) any County Person causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or

modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.

- (c) Change Orders Requiring Additional Time. If during construction any County Person requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that County has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
  - (i) unit prices set forth in this Contract or as subsequently agreed;
  - (ii) a mutually accepted, itemized lump sum; or
  - (iii) costs calculated on a basis agreed upon by County and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between County and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to County. ENGIE Services U.S. will either promptly inform County, in writing, of any minor changes made during the implementation of the Project, or make available to County at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to County if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. County will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, County will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) County will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such County owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent County from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for

in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with County for additional compensation and, if appropriate, an extension of time.

## ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. County may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that County assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until County's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, County and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to County a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. County will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned and a failure to respond to the request to sign the Certificate of Substantial Completion within thirty (30) days will be deemed approval and Substantial Completion will be deemed to have occurred on the date such request was made.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify County that the Work is fully complete and ready for final inspection. County will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If County does not verify the Final Completion of the Work within this period, the Work will be deemed fully completed. When County agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which County must sign. County agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by County, in accordance with Section 8.03. County may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by County or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to County will in no way affect County's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to County arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

## ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any County property, against ENGIE Services U.S.'s rights to payments hereunder, or against County.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and County, or any obligation on the part of County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, County will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. County will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

## ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after the Contract Effective Date, ENGIE Services U.S. will invoice County for a mobilization payment in the amount of twenty percent (20%) of the Contract Amount. This amount must be paid to ENGIE Services U.S. within thirty (30) calendar days after County's receipt of an invoice therefor. In addition, as the Work progresses, ENGIE Services U.S. will submit to County its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to County a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice County for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a warehouse reasonably acceptable to County and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to County written consent from the Surety approving the advance payment for materials stored off site. County will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. County, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment. A failure to approve and pay an Application for Payment in a timely manner is a material default by County under this Contract. County may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and County will pay this amount. County will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by County, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by County.

Section 8.05 Disputed Invoices/Late Payments. County may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by County. If County disputes all or a portion of any Application for Payment, County will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. County will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by County. If any amount disputed by County is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid. . Late payments will accrue Interest from the due date until paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. makes no guarantee that County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including the Inflation Reduction Act (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for County's failure to

receive any portion of the Incentive Funds, and County acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

## ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. COUNTY WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO COUNTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to County that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as County's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of County. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, County will contact the manufacturer directly to resolve such warranty issues and County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 County and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. County and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to County and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

## ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, County will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade

secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to County a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for County to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by County only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by County or any County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at County's sole risk and without liability to ENGIE Services U.S. If County uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., County agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of County even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise County in writing of all equipment and materials that will be replaced at the Facilities and County will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). County will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

#### ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification. To the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the fullest extent permitted by Applicable Law.

#### ARTICLE 12. INSURANCE / BONDS

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to County via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

- \* Workers' Compensation: Statutory
- \* Employers Liability: Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee  
Bodily Injury by disease \$1,000,000 policy limit

(b) Commercial General Liability insurance with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage
- \* \$4,000,000 General Aggregate - other than Products/Completed Operations
- \* \$2,000,000 Products/Completed Operations Aggregate
- \* \$2,000,000 Personal and Advertising Injury
- \* \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- \* \$1,000,000 per occurrence
- \* \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- \* \$1,000,000 each occurrence
- \* \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- \* The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against County, but only to the extent of the indemnity obligations contained in this Contract.
- \* The insurance provided for Commercial General Liability and Auto Liability above will:
  - (i) include County as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
  - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 County's Insurance. County will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

(a) Commercial General Liability insurance, written on an occurrence form, with limits of:

- \* \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
- \* \$4,000,000 General Aggregate

(b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., will include ENGIE Services U.S. as an additional insured, and will provide that the insurance is primary coverage with respect to all insureds.

Section 12.03 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 12.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to

one hundred percent (100%) of the Contract Amount (collectively, the “Contract Bonds”). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by County. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer’s warranty or other third-party warranty being assigned to County. County agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

**ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT**

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions (“DOE Guidelines”). “Greenhouse Gases” means those gases and other particles as defined in the DOE Guidelines. County hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

**ARTICLE 14. MUNICIPAL ADVISOR / TAX ADVISOR**

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO COUNTY WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT COUNTY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO COUNTY OR THE PROVISION OF INFORMATION TO COUNTY. COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR COUNTY’S SITUATION.

Section 14.02 The Parties acknowledge and agree that ENGIE Services U.S. is not a tax advisor and cannot give advice to County with respect to the Inflation Reduction Act and any funds the County may be eligible for thereunder. County must consult its own tax and legal advisors with regard thereto.

**ARTICLE 15. TRADE SECRETS**

If any materials or information provided by ENGIE Services U.S. to County under this Contract are designated by ENGIE Services U.S. as a “trade secret” or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, County will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether County believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party’s request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize County to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise County not to release the materials.

**ARTICLE 16. EVENTS OF DEFAULT**

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an “Event of Default” by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by County. Each of the following events or conditions will constitute an “Event of Default” by County:

- (i) any substantial failure by County to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to County demanding that such failure to perform be cured; *provided* that (y) such

failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, County will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by County to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due.

#### ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, County will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include County's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by County. If an Event of Default by County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by County, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

#### ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. County expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

#### ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State where the Work is performed, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with County's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and County's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for County, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and County are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with [Section 19.03](#).

Section 19.03 Mediation. If the Dispute is not settled pursuant to [Section 19.02](#), the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in [Section 19.04](#). Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this [ARTICLE 19](#):

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the [Commercial Arbitration Rules and Mediation Procedures \(Excluding the Procedures for Large, Complex Commercial Disputes\)](#) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this [ARTICLE 19](#) limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

## **ARTICLE 20. REPRESENTATIONS AND WARRANTIES**

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;



**ARTICLE 24. BINDING EFFECT**

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

**ARTICLE 25. NO WAIVER**

The failure of ENGIE Services U.S. or County to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or County.

**ARTICLE 26. SEVERABILITY**

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

**ARTICLE 27. HEADINGS**

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

**ARTICLE 28. COUNTERPARTS; INTEGRATION**

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

*[the Parties' signatures appear on the following page]*

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

**ENGIE SERVICES U.S.:**

**COUNTY:**

ENGIE Services U.S. Inc.

Plumas County

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

**ATTACHMENT A**

**FACILITIES**

(a) The following County Facilities are included under the Scope of Work as listed below:

Facility	Address	Square Feet
Almanor Recreation Center	400 Meadow Brook Lp, Chester, CA 96020	3,855
Animal Shelter	201 N. Mill Creek Rd, Quincy, CA 95971	5,778
Annex Building	270 County Hospital Rd, Quincy, CA 95971	52,658
County Ag Commissioner Office	208 Fairgrounds Road, Quincy, CA 95971	4,438
Chester Complex & Library	222 Willow Way, Chester, CA 96020	10,859
Chester Veteran's Memorial Hall	225 Gay St, Chester, CA 96020	4,988
County Assessor Office (Permit Center)	11 Crescent St, Quincy, CA 95971	13,017
Courthouse	520 Main St, Quincy, CA 95971	38,895
Fairground Commercial Building	204 Fairgrounds Rd, Quincy, CA 95971	
Human Resources (Probation)	1446 E Main St, Quincy, CA 95971	6,604
Large pump house	Red River Dr, Lake Almanor, CA 96137	1,440
Lights in center divider (Street Light Meter)	Fairgrounds Rd, Quincy, CA 95971	n/a
Nervino Airport	82405 CA-70, Beckwourth, CA 96129	
Child Support Services	522 Lawrence St, Quincy, CA 95971	4,176
Portola Library	34 3rd Ave, Portola, CA 96122	4,680
Portola Veteran's Memorial Hall	449 W Sierra Ave, Portola, CA 96122	7,111
Pump - Fairgrounds	1140 Lee Rd, Quincy, CA 95971	455
Quincy Gansner Field Airport	550 Crescent Street, Quincy, CA 95971	
Quincy Library	445 Jackson St, Quincy, CA 95971	7,815
Quincy Museum	510 Jackson St, CA 95971	6,817
Quincy Veterans Memorial Hall	274 Lawrence St, Quincy, CA 95971	4,700
Road Commissioner Office (Public Works Building)	1834 E Main St, Quincy, CA 95971	5,426
Chester Rogers Field Airport	873 Main Street, Chester, CA 96020	n/a
Sheriff's Office	1400 E Main St, Quincy, CA 95971	11,432

**ATTACHMENT B**

**STANDARDS OF OCCUPANCY and CONTROL**

The following standards are a guideline used to evaluate the energy conservation measures in this program. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but every effort will be made to meet the below standards as closely as the equipment allows.

Facility	Area or HVAC	Occupancy	Existing HVAC	Existing	Existing	Proposed HVAC	Proposed	Proposed
	Equipment	Schedule	Schedule	Heating Occupied/ Unoccupied Temperature	Cooling Occupied/ Unoccupied Temperature	Schedule	Heating Occupied/ Unoccupied Temperature	Cooling Occupied/ Unoccupied Temperature
Almanor Recreation Center	Split Unit	Tu, Thu: 9:00 Am - 2:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Animal Shelter	Geothermal Heat Pump	Mon-Fri: 8:00 am - 4:00 pm	24/7	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Annex Building	Geothermal Heat Pump	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Chester Complex & Library	Packaged Unit & Split Unit	Summer Schedule (April 1 - Oct 31) Tu, Wed, Fri: 10 am - 12 pm, 12:30 pm - 5:30 pm Thurs: 12:00 pm - 5:00 pm, 5:30 pm - 7 pm Sat: 11 am - 3 pm Winter Schedule (Nov 1 - March 31) Tu-Fri: 10:00 am - 12:00 pm, 12:30 pm - 5:30 pm Sat: 11:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Chester Veteran's Memorial Hall	Split Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
County Assessor Office	Water Source Heat Pump	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Courthouse	Chiller/Boiler	Mon-Fri: 9:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Fairground Commercial Building	Packaged Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Human Resources	Packaged Unit	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Portola Library	Split Unit	Summer Schedule (April 1 - Oct 31) Mon-Wed: 10 am - 1 pm, 2 pm - 6 pm Thurs: 12 pm - 4 pm, 5 pm - 7 pm, Sat: 11 am - 3 pm Winter Schedule (Nov 1 - March 31) Mon-Thurs: 10:00 am - 1:00 pm, 2:00 pm - 6:00 pm Sat: 11:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Quincy Veterans Memorial Hall	Split Unit		Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Public Works Building	Split Unit	Mon-Fri: 8:00 am - 5:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing
Sheriff's Office	Split Unit	Mon-Thurs: 10:00 am - 3:00 pm	Same as occupancy	70/65	72/80	Same as Existing	Same as Existing	Same as Existing

**ATTACHMENT C**

**SCOPE OF WORK**

California State Contractor's License Number 995037  
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Lighting: Interior and Exterior Building Lighting
2	Street Lighting
3A	Mechanical & HVAC Upgrades – HVAC Replacements
3B	Mechanical & HVAC Upgrades – Pump VFDs
4	Photovoltaic (PV) Systems
5	Backup Emergency Generators

Appendices

Appendix	Description
A	Lighting Retrofit Schedule
B	HVAC Equipment Schedule and Specifications

**1. LIGHTING**

1.1. Scope Summary

1.1.1. The table below lists the locations of the interior and exterior lighting retrofits. For detailed descriptions of each interior and exterior lighting retrofit, refer to "Appendix A – Lighting Retrofit Schedule".

Lighting Retrofit Facilities

No.	Facility
1	Almanor Recreation Center
2	Animal Shelter
3	Annex Building
4	Chester Complex & Library
5	Chester Veteran's Memorial Hall
6	County Assessor Office (Permit Center)
7	Courthouse
8	Fairground Commercial Building
9	Human Resources (Probation)
10	Portola Library
11	Portola Veteran's Memorial Hall
12	Quincy Library
13	Quincy Museum
14	Quincy Veterans Memorial Hall
15	Road Commissioner Office (Public Works Building)
16	Sheriff's Office

1.2. Interior and Exterior Scope of Work

1.2.1. Prepare and submit to County final revisions to "Appendix A – Lighting Retrofit Schedule".

1.2.2. Provide and install new lighting fixtures or retrofit kits as identified in "Appendix A – Lighting Retrofit Schedule" including final revisions.

1.2.3. Post-retrofit delivered light (in foot candles) might not match existing foot candle readings in the spaces. Post retrofit lighting will follow Illumination Engineering Society (IES) lighting standards for

task foot candle requirements.

1.2.4. Interior lighting retrofit include:

- 1.2.4.1. High efficiency Linear Emitting Diode (LED) Upgrades: Where indicated, replace 32-54 watt T8 and T5 lamps and ballast with new LED lamps and drivers, new troffer kits or new LED fixtures per "Appendix A – Lighting Retrofit Schedule".
- 1.2.4.2. High Efficiency Compact Light Emitting Diode (LED) Upgrades: Where indicated, replace compact fluorescent, halogen and high intensity discharge lamps with new compact LED lamps and recessed down-light kits per "Appendix A – Lighting Retrofit Schedule".
- 1.2.4.3. The color temperature of indoor lighting fixtures shall vary between 3,000K and 4,000K depending on the building type.
- 1.2.4.4. The exterior lighting fixtures color temperature would be selectable between 3,500K and 5,000 K.

1.2.5. Interior lighting controls include:

- 1.2.5.1. Provide and install lighting occupancy/vacancy controls per "Appendix A – Lighting Retrofit Schedule"
- 1.2.5.2. The lighting controls and sensors shall be wireless and shall have expected battery life of 10 years.
- 1.2.5.3. Provide and install fixtures and commission fixtures with integrated sensors in certain large open work areas per "Appendix A – Lighting Retrofit Schedule".

1.2.6. Exterior lighting retrofit include:

- 1.2.6.1. LED Lighting for Exterior Applications – where indicated, replace metal halide fixtures with new LED fixtures per "Appendix A – Lighting Retrofit Schedule".

1.2.7. Lenses:

- 1.2.7.1. A maximum of 30 lenses will be replaced if cracked or damaged
- 1.2.7.2. All lenses will be cleaned of dust and other particles. Any staining or deeper soiling will not be removed.

1.2.8. Schedule:

- 1.2.8.1. Work will be completed in a continuous manner such that the lighting crews will move from building to building without delays or restrictions. County will support workflow to ensure building are available for the work, based upon pre-agreed schedule of buildings and times.
- 1.2.8.2. Schedule change requests for work currently in progress in a building, will be provided by either party with a minimum of forty-eight (48) hours' notice prior to requested change in schedule. Schedule change requests for work scheduled in a different building than where work is currently proceeding, will be provided by the County with a minimum of ten (10) business days' notice prior to requested change in schedule.
- 1.2.8.3. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
- 1.2.8.4. Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
- 1.2.8.5. Provide submittals for County review and approval, prior to release of equipment.

1.2.9. Exclusions

- 1.2.9.1. No permit submission is included under this scope.
- 1.2.9.2. Any hazardous abatement, minor disturbance, lead abatement of any kind
- 1.2.9.3. Any replacement for any seismic supports for new fixtures.
- 1.2.9.4. Repair or replacement of any existing fixtures including tombstones or fixture lens frames.
- 1.2.9.5. Any troubleshooting, repair or upgrade to emergency lighting or egress systems unless specified
- 1.2.9.6. Except where specifically noted in "Appendix A – Lighting Retrofit Schedule", replacement or repair of ceiling tiles, ceiling track system, or other ceiling surfaces except where damage was directly caused by ENGIE Services U.S.
- 1.2.9.7. New fixture attachment points will meet manufacturer's requirements and not exceed those requirements
- 1.2.9.8. All existing wiring is assumed to meet local and state building codes, repairing existing wiring including grounding is excluded
- 1.2.9.9. Pricing assumes that the existing light fixtures to be replaced are free of above- or below-ceiling obstructions that impede removal or replacement.
- 1.2.9.10. Scope assumes 1 for 1 replacement only, any change in layout or unforeseen electrical issues are not included in the scope.
- 1.2.9.11. Any patching or painting, especially around new exterior fixtures.
- 1.2.9.12. Title 24 acceptance testing.
- 1.2.9.13. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, The County will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly

- connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- 1.2.9.14. Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. The County is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.

**2. STREET LIGHTING RETROFIT**

- 2.1. Scope Summary  
 2.1.1. The table below lists the locations of street lighting retrofits. For detailed descriptions of street lighting retrofit, refer to "Appendix A – Lighting Retrofit Schedule".

Lighting Retrofit Facilities

No.	Facility
1	Lights in center divider (Street Light Meter)

- 2.2. Street Lighting Scope of Work  
 2.2.1. Replace existing 150W pole mounted high pressure sodium fixtures with LED technology as set forth in Appendix A. Lighting fixtures color temperature shall be determined during Final Engineering in coordination with the County.  
 2.2.2. Update the County PG&E records and overall streetlighting inventory:  
     2.2.2.1. Track and log all streetlight retrofits and update latest Streetlight Inventory excel sheet provided by PG&E, making sure it is current at the end of the project.  
 2.2.3. Exclusions:  
     2.2.3.1. Assumes standard 120-277V for all fixtures.  
     2.2.3.2. No permit submission is included under this scope.  
     2.2.3.3. No traffic control plans or encroachment permits are included.  
     2.2.3.4. No photometrics or illumination studies are included.  
     2.2.3.5. No bird spikes are included.  
     2.2.3.6. No pole badge number replacements are included.  
     2.2.3.7. The scope of work assumes that existing poles are structurally sound, that no internal wiring or fuse issues are present, that any pole arms are in working condition, and that adequate power is provided to all fixtures. No allowances have been made to bring existing poles, pole arms, wiring or fuses to proper working condition.  
     2.2.3.8. Any vegetation management required to access streetlights is excluded from Scope of Work and shall be responsibility of County.  
     2.2.3.9. Scope of Work assumes all poles are accessible with a standard bucket truck, no additional provisions included.  
     2.2.3.10. Replacement fixtures do not include any protective shields for locations requiring partial blockage of light to prevent stray light into unwanted areas. If individual streetlights are identified that require a protective shield, ENGIE Services U.S. can provide and install protective shields for \$115.00 each.

**3. MECHANICAL & HVAC UPGRADES (HVAC Replacement)**

- 3.1. Scope Summary  
 3.1.1. The table below lists the locations of HVAC retrofits. For detailed descriptions of existing and proposed units, units capacity, refer to "Appendix B – HVAC Equipment Schedule and Specifications".

HVAC Retrofit Facilities

No.	Facility
1	Almanor Recreation Center
2	Animal Shelter
3	Annex Building
4	Chester Complex & Library
5	Chester Veteran's Memorial Hall
6	County Assessor Office (Permit Center)
7	Courthouse
8	Fairground Commercial Building
9	Human Resources (Probation)
10	Portola Library
11	Quincy Veterans Memorial Hall
12	Road Commissioner Office (Public Works Building)
13	Sheriff's Office

**3.2. SCOPE OF WORK: GENERAL**

See Appendix B – HVAC Equipment Schedule and Specifications, which sets forth in detail the type, location, and number of HVAC system replacements to be performed per Facility. All mechanical units will be designed to be like for like capacity replacements with new energy efficient models. Basis of design make and model unit capacity and efficiency performance minimums are listed in “Appendix B - HVAC Equipment Schedule and Specifications” including final revisions. ENGIE Services U.S.’s scope of work will include the following:

- 3.2.1. Existing mechanical equipment will be removed and disposed of.
- 3.2.2. Disposal of refrigerant and equipment in accordance with Applicable Law is included.
- 3.2.3. Demolition work will be performed in a safe manner and in accordance with CAL OSHA and other Applicable Law.
- 3.2.4. The new mechanical equipment to be installed in the location of the existing equipment.
- 3.2.5. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
- 3.2.6. Necessary documents required for permit and construction.
- 3.2.7. Work includes material, labor, supervision, design completion, services, equipment and tools required to install the HVAC units identified in Appendix B – HVAC Equipment Schedule and Specifications.
- 3.2.8. Existing smoke detectors will be reconnected, if applicable.
- 3.2.9. Reconnection to any existing EMS controls or existing standalone thermostats is included.
- 3.2.10. No load calculations will be performed to validate sizing of new units.
- 3.2.11. Compressor parts warranty is 5-years, chiller compressor warranty is one (1) year.
- 3.2.12. Start-up will be provided by factory trained personnel and commissioning per factory specifications.
- 3.2.13. All work to be completed during regular business hours, except the crane lifts for rigging will be performed during non-occupied hours. All areas impacted will require all staff vacated from affected areas during crane rigging of new units.

**3.3. ALMANOR RECREATION CENTER SCOPE OF WORK**

- 3.3.1. Replace four (4) existing gas furnaces.
- 3.3.2. Provide and install four (4) new heat pump fan coils.
- 3.3.3. Install new ground mounted condensing units on pre-fabricated mounting pads.
- 3.3.4. Run new refrigerant piping.
- 3.3.5. Install new plenums and adapt to existing ductwork.
- 3.3.6. Install new hangers and seismic cables.
- 3.3.7. Install new secondary pans and connect to existing drain lines.
- 3.3.8. Demo and cap existing gas and venting.
- 3.3.9. Reconnect existing condensate piping.
- 3.3.10. Install new AC disconnects and fuses.
- 3.3.11. Reconnect to existing controls.
- 3.3.12. Start and test the new units.

**3.4. ANIMAL SHELTER SCOPE OF WORK**

- 3.4.1. Provide and install eleven (11) horizontal geothermal heat pumps.
- 3.4.2. Remove and replace T-Bar ceilings in eleven (11) locations. Existing tiles and grid shall be re-installed.

- 3.4.3. Modify hangers as required and reconnect existing seismic cables.
  - 3.4.4. Reconnect existing supply and return ducts, modify and install transitions as required.
  - 3.4.5. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
  - 3.4.6. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
  - 3.4.7. Install new AC disconnects and fuses.
  - 3.4.8. Reconnect existing condensate piping and controls.
- 3.5. ANNEX BUILDING SCOPE OF WORK
- 3.5.1. Provide and install fifty-nine (59) geothermal heat pumps.
  - 3.5.2. Remove and replace T-Bar ceilings in twenty-four (24) locations. Existing tiles and grid shall be re-installed.
  - 3.5.3. Open hard ceiling in one (1) location as required for access. Repair, finish and paint to match.
  - 3.5.4. Modify hangers as required and reconnect existing seismic cables.
  - 3.5.5. Reconnect existing supply and return ducts, modify and install transitions as required.
  - 3.5.6. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
  - 3.5.7. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
  - 3.5.8. Install new AC disconnects and fuses.
  - 3.5.9. Reconnect existing condensate piping and controls.
- 3.6. CHESTER COMPLEX & LIBRARY SCOPE OF WORK (PACKAGED UNITS)
- 3.6.1. Provide and install four (4) downflow rooftop package units.
  - 3.6.2. Connect to existing supply and return ducts.
  - 3.6.3. Provide and install curb adaptors
  - 3.6.4. Install new economizers.
  - 3.6.5. Install new AC disconnects and fuses.
  - 3.6.6. Reconnect existing condensate piping.
  - 3.6.7. Reconnect existing gas and controls.
- 3.7. CHESTER COMPLEX & LIBRARY SCOPE OF WORK (SPLIT UNIT)
- 3.7.1. Provide and install one (1) split unit.
  - 3.7.2. Install new vertical furnace with cooling coil.
  - 3.7.3. Install new plenums and adapt to existing ductwork.
  - 3.7.4. Install new secondary pan and connect to existing drain lines.
  - 3.7.5. Install new AC disconnects and fuses.
  - 3.7.6. Reconnect existing gas and venting.
  - 3.7.7. Reconnect existing condensate piping and controls.
- 3.8. CHESTER VETERANS MEMORIAL HALL SCOPE OF WORK
- 3.8.1. Provide and install four (4) 4-ton split units.
  - 3.8.2. Install new vertical furnaces with cooling coils.
  - 3.8.3. Install new plenums and adapt to existing ductwork.
  - 3.8.4. Install twinning kits.
  - 3.8.5. Install new secondary pan and connect to existing drain lines.
  - 3.8.6. Install new AC disconnects and fuses.
  - 3.8.7. Reconnect existing gas and venting.
  - 3.8.8. Reconnect existing condensate piping and controls.
- 3.9. COUNTY ASSESSOR'S OFFICE SCOPE OF WORK
- 3.9.1. Provide and install ten (10) water source heat pumps including seven (7) horizontal and three (3) vertical units.
  - 3.9.2. Remove and replace T-Bar ceilings in six (6) locations. Existing tiles and grid shall be re-installed.
  - 3.9.3. Open hard ceiling in (1) location as required for access. Repair, finish and paint to match.
  - 3.9.4. Modify hangers as required and reconnect existing seismic cables.
  - 3.9.5. Reconnect existing supply and return ducts, modify and install transitions as required.
  - 3.9.6. Install new secondary pans (if dimensions differ) and connect to existing drain lines.
  - 3.9.7. Install new AC disconnects and fuses.
  - 3.9.8. Reconnect condenser water piping and modify as required. Install new hose kits, control valves and trim.
  - 3.9.9. Reconnect existing condensate piping.
  - 3.9.10. Reconnect existing controls.
  - 3.9.11. Start and test.

- 3.10. COURTHOUSE SCOPE OF WORK (CHILLER)
  - 3.10.1. Provide and install one (1) 80-ton air cooled chiller.
  - 3.10.2. Set new chiller in existing location and secure to pad.
  - 3.10.3. Reconnect existing chilled water (CHW) piping and repair insulation.
  - 3.10.4. Install new AC disconnects and fuses.
  - 3.10.5. Reconnect existing controls.
  - 3.10.6. Provide factory startup.
  - 3.10.7. Start and test.
  
- 3.11. COURTHOUSE SCOPE OF WORK (BOILER)
  - 3.11.1. Provide and install one (1) 2000 MBH Boiler.
  - 3.11.2. Set new boiler in existing location and secure to pad.
  - 3.11.3. Reconnect existing hot water (HW) piping and repair insulation.
  - 3.11.4. Install new venting system.
  - 3.11.5. Install new AC disconnects and fuses.
  - 3.11.6. Reconnect existing controls.
  - 3.11.7. Provide factory startup.
  - 3.11.8. Start and test.
  
- 3.12. COURTHOUSE SCOPE OF WORK (FAN COIL UNIT)
  - 3.12.1. Provide and install two (2) horizontal fan coil units.
  - 3.12.2. Reconnect existing CHW & HW piping and repair insulation.
  - 3.12.3. Reconnect existing condensate piping.
  - 3.12.4. Install new AC disconnects and fuses.
  - 3.12.5. Reconnect existing controls.
  - 3.12.6. Start and test.
  
- 3.13. FAIRGROUND COMMERCIAL BUILDING SCOPE OF WORK
  - 3.13.1. Provide and install two (2) package units.
  - 3.13.2. Connect to existing supply and return ducts.
  - 3.13.3. Install new economizers.
  - 3.13.4. Reconnect existing condensate piping.
  - 3.13.5. Install new AC disconnects and fuses.
  - 3.13.6. Reconnect existing gas and controls.
  
- 3.14. HUMAN RESOURCE BUILDING SCOPE OF WORK
  - 3.14.1. Provide and install two (2) ground mount and one (1) roof mount package units.
  - 3.14.2. Install new duct transitions and connect to existing supply and return ducts.
  - 3.14.3. Install new curb adaptor for rooftop unit.
  - 3.14.4. Install new economizers.
  - 3.14.5. Reconnect existing condensate piping.
  - 3.14.6. Install new AC disconnects and fuses.
  - 3.14.7. Reconnect existing gas and controls.
  
- 3.15. PORTOLA LIBRARY SCOPE OF WORK
  - 3.15.1. Provide and install three split system condensing units.
  - 3.15.2. Replace two (2) cooling coils, assuming the 3rd unit existing coil to remain is compatible with R410A refrigerant.
  - 3.15.3. Install new AC disconnects and fuses.
  - 3.15.4. Reconnect existing controls.
  - 3.15.5. Start and test.
  
- 3.16. QUINCY VETERANS MEMORIAL HALL SCOPE OF WORK
  - 3.16.1. Provide and install two (2) split systems.
  - 3.16.2. Install new horizontal furnaces with cooling coils.
  - 3.16.3. Install new plenums and adapt to existing ductwork.
  - 3.16.4. Install new hangers and seismic cables.
  - 3.16.5. Install new secondary pans and connect to existing drain lines.
  - 3.16.6. Reconnect existing gas and venting.
  - 3.16.7. Reconnect existing condensate piping.
  - 3.16.8. Install new AC disconnects and fuses.
  - 3.16.9. Reconnect existing controls.
  - 3.16.10. Start and test.

- 3.17. PUBLIC WORKS BUILDING SCOPE OF WORK
  - 3.17.1. Provide and install four split systems.
  - 3.17.2. Install new vertical furnaces with cooling coils.
  - 3.17.3. Install new plenums and adapt to existing ductwork.
  - 3.17.4. Install new hangers and seismic cables.
  - 3.17.5. Install new secondary pans and connect to existing drain lines.
  - 3.17.6. Reconnect existing gas and venting.
  - 3.17.7. Reconnect existing condensate piping.
  - 3.17.8. Install new AC disconnects and fuses.
  - 3.17.9. Reconnect existing controls.
  - 3.17.10. Start and test.
  
- 3.18. SHERRIF'S OFFICE SCOPE OF WORK
  - 3.18.1. Provide and install six split systems.
  - 3.18.2. Install new vertical furnaces with cooling coils.
  - 3.18.3. Install new plenums and adapt to existing ductwork.
  - 3.18.4. Install new hangers and seismic cables.
  - 3.18.5. Install new secondary pans and connect to existing drain lines.
  - 3.18.6. Reconnect existing gas and venting.
  - 3.18.7. Reconnect existing condensate piping.
  - 3.18.8. Install new AC disconnects and fuses.
  - 3.18.9. Reconnect existing controls.
  - 3.18.10. Start and test.
  
- 3.19. Inclusions
  - 3.19.1. Engineering to include updated mechanical sheets and schedules, and T-24 documentation.
  - 3.19.2. Structural calculations for direct replacements
  - 3.19.3. Crane or helicopter lifts will be performed outside of business hours, typically over weekends as coordinated with the County.
  
- 3.20. Exclusions
  - 3.20.1. Pricing assumes that up-to-date electronic CAD files will be provided prior to start of design. Recreation of as-built conditions is excluded.
  - 3.20.2. Permit applications, or other engineered stamped drawings.
  - 3.20.3. Structural modifications or framing upgrades.
  - 3.20.4. Any upgrades or testing of fire and life safety systems including, but not limited to, Integration to Fire Life Safety (FLS) systems or daisy chain wiring. FLS shutdown of units, disconnection, and reconnection, New fire dampers, Smoke detectors, and fire alarm system work. County will be responsible for coordinating with County Fire Alarm company to put any existing FLS systems in test while units are being replaced, and for reconnecting and reenergizing FLS when units are installed to become operational. No fire watch is included in this scope.
  - 3.20.5. Any upgrades or repair of fire sprinkler systems unless specifically damaged by ENGIE Services U.S. or its subcontractors.
  - 3.20.6. Temporary heating, cooling or pumping services.
  - 3.20.7. Mechanical load calculations
  - 3.20.8. Repairs or upgrades to the existing building roofing
  - 3.20.9. Network drops
  - 3.20.10. Street closure permits for equipment rigging.
  - 3.20.11. New vibration isolation frames or curbs
  - 3.20.12. Replacement or repair of Duct silencers or sound traps
  - 3.20.13. Installation of security bars
  - 3.20.14. Correction of existing condensate drains including code upgrade requirements, re-routing or replacement
  - 3.20.15. Correction of equipment and system deficiencies or failures not specifically identified in the scope of work.
  - 3.20.16. Correction of insulation deficiencies or failures not specifically in the scope of work.
  - 3.20.17. Repair or replacement of existing damaged pipes, valves, and related parts and components.. Any deficient items identified during the course of work will be brought to the attention of the County for their repair or the County may compensate ENGIE Services U.S. for repair / replacement of the device.
  - 3.20.18. Existing pneumatic control systems that remain in place must be properly maintained (use of air dryer, clean filter, etc.) by the County such that oil or moisture does not reach the control and operating devices.

- 3.20.19. Unless specifically included in this Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, The County may repair or compensate ENGIE Services U.S. for repair / replacement of the device.
- 3.20.20. Repair or replacement of existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew in ductwork.
- 3.20.21. Pricing assumes that up-to-date electronic CAD files will be provided prior to start of design. Recreation of as-built conditions is excluded.
- 3.20.22. Pricing assumes that the existing Delta controls system has the most current software and firmware and has the capacity to add the new equipment to the system. System updates, expansions or other similar central control system upgrades are excluded.
- 3.20.23. Testing and abatement of any hazardous materials is excluded. If any hazardous materials are discovered during the course of work, they will be brought to the attention of the County to remove.
- 3.20.24. Repairs and replacement of existing roofs is excluded unless otherwise noted in this contract.
- 3.20.25. Electrical upgrades or modifications are excluded.
- 3.20.26. Gas piping upgrades or modifications are excluded.
- 3.20.27. Painting or coating of new or existing components is excluded.
- 3.20.28. Pricing assumes removal and replacement of HVAC equipment in the same location and configuration, using the existing supports.
- 3.20.29. New screen walls, architectural features and other aesthetic features are excluded.

**4. MECHANICAL & HVAC UPGRADES (Pump VFDs)**

- 4.1. Scope Summary
  - 4.1.1. The table below lists the locations of pump variable Frequency Drive (VFD) upgrades.

Pump VFDs Facilities

No.	Facility	Address
1	Large pump house	Red River Dr, Lake Almanor, CA 96137
2	Pump - Fairgrounds	1140 Lee Rd, Quincy, CA 95971

- 4.2. Large Pump Station Scope of Work
  - 4.2.1. Provide and install one (1) VFD on existing 150 horsepower (HP) pump motor with bypass. The current motor is inverter duty and compatible with VFD.
  - 4.2.2. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
  - 4.2.3. Necessary documents required for permit and construction.
  - 4.2.4. Provide factory startup.
  - 4.2.5. Program the motor speed based on integrated controls on VFD.
- 4.3. Fairground Pump Station Scope of Work
  - 4.3.1. Provide and install one (1) VFD on existing 30 HP pump motor with bypass. The current motor is inverter duty and compatible with VFD.
  - 4.3.2. Work shall comply with latest Applicable Codes and per the Authority Having Jurisdiction (AHJ).
  - 4.3.3. Necessary documents required for permit and construction.
  - 4.3.4. Provide factory startup.
  - 4.3.5. Program the motor speed based on integrated controls on VFD.
- 4.4. Exclusions
  - 4.4.1. Drawing sets, permit applications, or other engineered stamped drawings.
  - 4.4.2. Structural modifications or framing upgrades.
  - 4.4.3. Existing motors and piping specialties to which new VFDs are being connected are assumed to be in proper functioning condition. If existing device is found to be improperly functioning, The County may repair or compensate ENGIE Services U.S. for repair / replacement of the device.

**5. PHOTOVOLTAIC (PV) SYSTEMS**

- 5.1. Scope Summary
  - 5.1.1. The table below lists the locations, estimated system sizing, and structure type for the PV systems

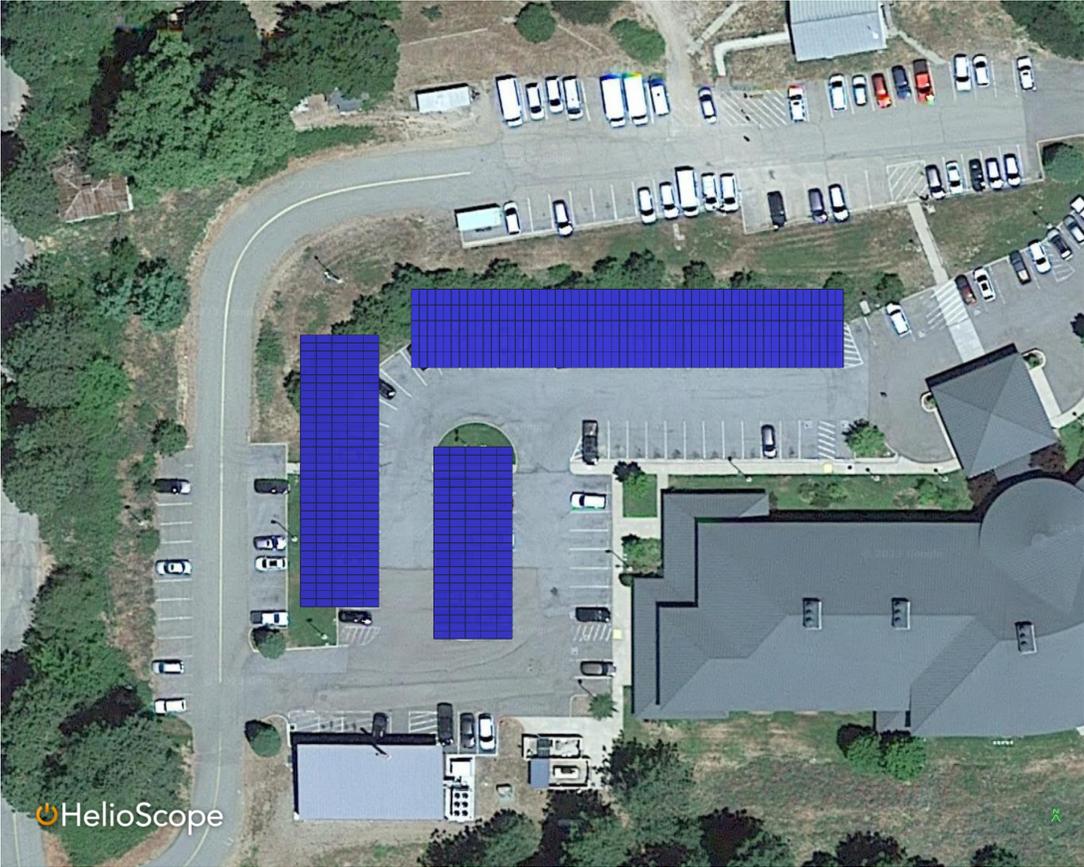
Solar Generating Facilities to be Installed

Facility	Address	Est. kWdc
Annex Building	270 County Hospital Rd, Quincy, CA 95971	308

- 5.2. General Scope of Work
- 5.2.1. Prepare and submit design drawings to AHJ for approval and to local Utility for interconnection permits. Permit fees are responsibility of County.
  - 5.2.2. Provide geotechnical evaluations necessary for design requirements.
  - 5.2.3. Procure materials and equipment necessary for construction.
  - 5.2.4. Provide lighting fixture and bollard removal, as required.
  - 5.2.5. All project management and construction management necessary for a full and complete installation.
  - 5.2.6. Provide and install solar canopy structure. The canopy structure design will include a painted canopy structure 13' in minimum clearance as specified in Section 5.3 – Site Specific Scopes and a pier depth of 10' and assumes no de-watering, benching, shoring, or casing.
  - 5.2.7. Provide labor, supervision, and coordination with the County for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
  - 5.2.8. Provide and install modules or similar and all necessary mounting hardware for each system.
  - 5.2.9. Provide and install Chint Power Systems or similar string inverters and necessary electrical equipment and conduits to connect system to the electrical switchgear or meter.
  - 5.2.10. Electrical shutdowns are anticipated at each site. The time of shutdown will be coordinated with the County and Utility and may include weekends.
  - 5.2.11. DC wiring and AC wiring within the solar canopies and ground mount structures shall be copper wire. Aluminum wire shall be used from each system's AC combiner to the main point of connection at the site's electrical switchgear.
  - 5.2.12. Provide and install ten (10) new LED lighting fixtures (RAB PRT42N or equivalent) across canopy sites
  - 5.2.13. All canopy structures will be tilted 7 degrees from horizontal.
  - 5.2.14. Provide and coordinate install the NGOM and NEM metering.
  - 5.2.15. Secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. The County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
  - 5.2.16. Provide as-built drawings and Operations & Maintenance manuals in electronic format upon Project completion.
  - 5.2.17. Provide miscellaneous backfill and restoration of landscaping in areas of work.
  - 5.2.18. The PV shade structure is not weather tight and will not provide shelter from rain.
  - 5.2.19. Start-up, test, and commission the PV systems in accordance with design plan and applicable industry standards.
  - 5.2.20. The images below in Section 5.3 are schematic engineering layouts and are subject to change due to field conditions and upon completion of final engineering.

5.3. Site Specific Scope

Annex Building



- 5.3.1. Inclusions
  - 5.3.1.1. Temporary fencing during construction.
  - 5.3.1.2. All the arrays will have a minimum clearance of 13’.
  - 5.3.1.3. Existing light poles and fixtures in areas of arrays will be removed, including demolition of existing light pole bases/bollards and delivering light poles to County. Bollard and base will be removed to 6” below grade and patched to match existing concrete or asphalt surface.
  - 5.3.1.4. Electrical shutdowns are anticipated at this site. The time of shutdown will be coordinated with the County.
- 5.3.2. Exclusions:
  - 5.3.2.1. Installation of water hose bibs for washing the panels are excluded.
  - 5.3.2.2. Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
  - 5.3.2.3. Cameras or other security measures.
  - 5.3.2.4. Tree removals shall be by County
  - 5.3.2.5. Any ADA evaluation, upgrades, restriping or other requirements.
  - 5.3.2.6. No additional wheel stops included unless otherwise specified under parking canopies
  - 5.3.2.7. Striping of temporary ADA spots during construction
  - 5.3.2.8. Special inspections fees
  - 5.3.2.9. Phasing of solar installation
  - 5.3.2.10. Asphalt patching or restriping
  - 5.3.2.11. Signage

**6. BACKUP EMERGENCY GENERATORS**

- 6.1. Scope Summary
  - 6.1.1. The table below lists the locations for backup emergency generators with generator size and fuel

type.

Backup Emergency Facilities

No.	Facility	Generator Size (kW)	Generator Make	Generator Model No.	Fuel Type	Mounting
1	Almanor Recreation Center	50	Generac	SD0050GG023	Diesel	New Concrete Pad
2	Animal Shelter	80	Generac	SD0080GG174	Diesel	Reuse existing Concrete Pad
3	Annex Building	80	Generac	SD0080GG174	Diesel	New Concrete Pad
4	County Ag Commissioner Office	40	Generac	SD0040GG023	Diesel	New Concrete Pad
5	County Assessor Office (Permit Center)	80	Generac	SD0080GG174	Diesel	New Concrete Pad
6	Human Resources	35	Generac	SG0035GG264	Propane	New Concrete Pad
7	Nervino Airport	10	Generac	SD0010GG222	Diesel	New Concrete Pad
8	Child Support Services	10	Generac	SD0010GG222	Diesel	New Concrete Pad
9	Portola Library	25	Generac	SD0025GG222	Diesel	New Concrete Pad
10	Quincy Gansner Field Airport	10	Generac	SD0010GG222	Diesel	New Concrete Pad
11	Quincy Library	40	Generac	SD0040GG023	Diesel	New Concrete Pad
12	Quincy Museum	35	Generac	SG0035GG264	Propane	New Concrete Pad
13	Chester Rogers Field Airport	25	Generac	SD0025GG222	Diesel	New Concrete Pad

6.2. General Scope of Work

6.2.1. **Design & Permitting:**

- 6.2.1.1. Confirm the existing conditions that may affect the design including, but not limited to, the condition of existing electrical switchgear, panel boards and meters, electrical area dimensions and obstructions, spare conduits and breaker slots, system voltage and amperage, transformer and panel board capacity, major utility boxes and visible infrastructure, data room locations, points of interconnection and routing paths, etc.
- 6.2.1.2. Design a backup generator system to provide power to all of the electrical loads at the sites in the event of a power outage. The design will comply with PG&E Rule 21 interconnection standards.
- 6.2.1.3. Design the controls for automated transition from on-grid mode to off-grid (islanding mode) as required by the AHJ's and PG&E.
- 6.2.1.4. Prepare and submit design drawings to AHJ for approval and permit issuance. Permit fees are responsibility of County.
- 6.2.1.5. Complete the Northern Sierra Air Quality Management District (NSAQMD) permit application.
- 6.2.1.6. Respond to all AHJ permit review comments, make necessary changes to the design documents, and resubmit to the AHJ as needed in a timely manner.

6.2.2. **Installation:**

- 6.2.2.1. Perform all site preparation required to install the equipment including locating existing underground utilities, vegetation removal, removing concrete and asphalt, compaction, leveling and drainage.
- 6.2.2.2. Furnish and install equipment pads and mounting hardware for each piece of equipment identified above (except Animal shelter, where existing pad to be used). Include embedded conduit stub-outs for the connecting conductors.
- 6.2.2.3. Provide and install the generators based on size and fuel type provided in the above table.
- 6.2.2.4. Furnish and install all electrical conductors and conduit.

- 6.2.2.5. Multiple electrical shutdowns are anticipated. ENGIE Services U.S. will coordinate time of shutdown with County and Utility and may include weekends.
- 6.2.2.6. Provide sufficient diesel fuel for testing and commissioning. First time fill of fuel tank is County's responsibility.
- 6.2.2.7. All the diesel generators shall have integrated fuel tank with 24 hour runtime, whereas propane generators shall be connected with existing propane tanks.

Perform testing and commissioning of the system to prove proper normal operation (on-grid), transition to off-grid, proper off-grid operation and transition back to on-grid operations.

**6.2.3. Clarifications:**

- 6.2.3.1. The system will not provide a seamless transition from on-grid to off-grid operation in the event of a power outage. This transition will result in a loss of power for a duration of approximately two minutes.
- 6.2.3.2. AutoCAD files of the existing as-built conditions will be provided to ENGIE Services U.S. by the County. Recreation of the existing as-built conditions for the purposes of generating design drawings is excluded.
- 6.2.3.3. Power shutdowns to the sites will be required to perform the scope of work described above, interconnection, initial commissioning and testing, as well as ongoing maintenance islanding tests as needed.

**6.2.4. Exclusions:**

- 6.2.4.1. Temporary power during required shutdowns.
- 6.2.4.2. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- 6.2.4.3. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify the County.
- 6.2.4.4. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation. Dewatering and other mitigation measures are excluded. Relocating existing underground utilities is excluded.
- 6.2.4.5. Upgrades to existing switchgears are excluded.
- 6.2.4.6. Additional lighting in the exterior areas for the new equipment is excluded.
- 6.2.4.7. Additional requirements for fire suppression mandated by the AHJ during permit review are excluded.
- 6.2.4.8. Utility upgrades required by PG&E after the submission of an Interconnection Application are excluded.
- 6.2.4.9. Exhaust pipe extensions are excluded.
- 6.2.4.10. County will be responsible for obtaining and paying for inspections.
- 6.2.4.11. No temporary heating or cooling services are included for the duration of planned power shutoffs for the purpose of Utility interconnection. ENGIE Services U.S. will attempt to phase Construction in such a way as to avoid complete interruptions of service. If temporary facilities including but not limited to power, phone lines, heating, or cooling are required, they will be provided by County at no cost to ENGIE Services U.S.

6.3. Site Specific Scope

6.3.1. Almanor Rec Center

6.3.1.1. The generator shall be installed at the following location.



6.3.1.2. Provide and install 50 kW diesel generator and ATS.

6.3.2. Animal Shelter

6.3.2.1. Remove existing generator and deliver to County. Existing ATS will be reused

6.3.2.2. The generator shall be installed at the following location.



6.3.2.3. Provide and install 80 kW diesel generator, while using existing wiring and ATS.

6.3.3. Annex Building

6.3.3.1. The generator shall be installed at the following location.



6.3.3.2. Provide and install 80 kW diesel generator and ATS.

6.3.4. County Ag Commissioner Office

6.3.4.1. The generator shall be installed at the following location.



6.3.4.2. Provide and install 40 kW diesel generator and connect with existing ATS.

6.3.5. County Assessor Office

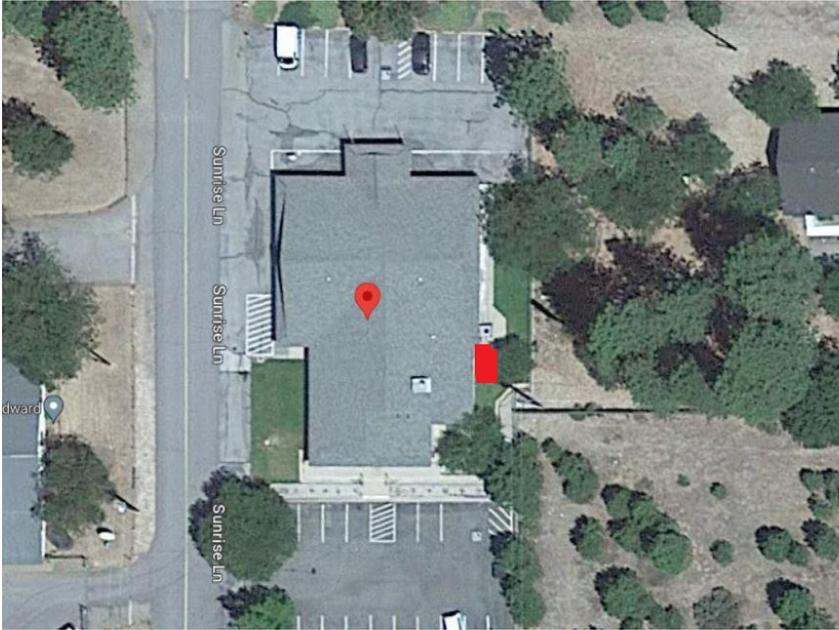
6.3.5.1. The generator shall be installed at the following location.



6.3.5.2. Provide and install 80 kW diesel generator and ATS.

6.3.6. Human Resource Office

6.3.6.1. The generator shall be installed at the following location.



6.3.6.2. Provide and install 35 kW propane generator and ATS.

6.3.6.3. The generator shall be connected to existing propane tank onsite.

6.3.7. Nervino Airport

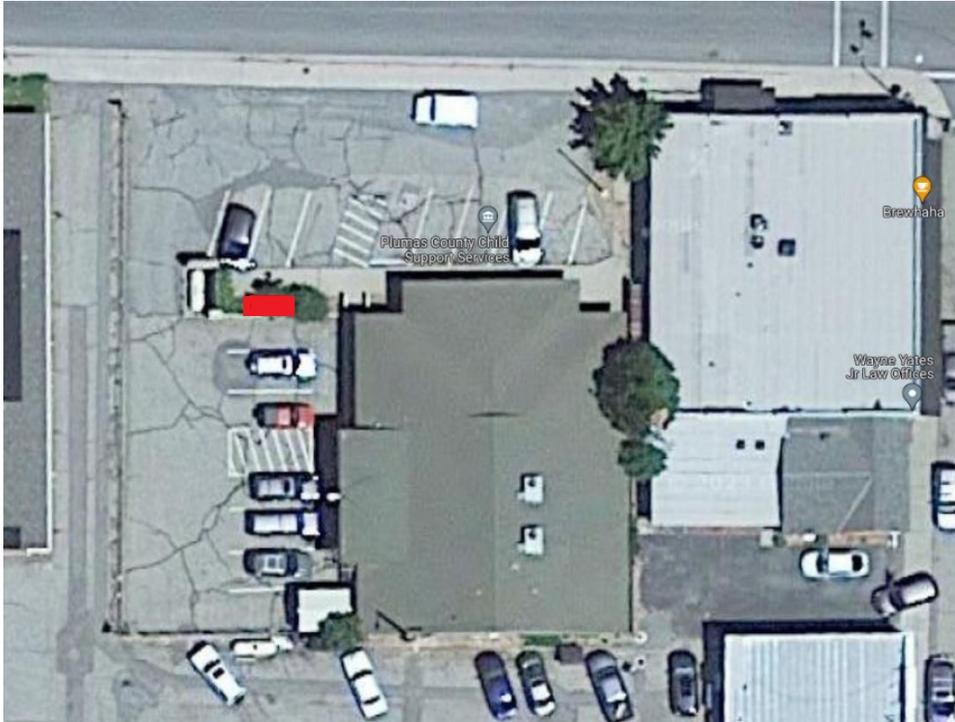
6.3.7.1. The generator shall be installed at the following location.



6.3.7.2. Provide and install 10 kW diesel generator and ATS.

6.3.8. Child Support Services

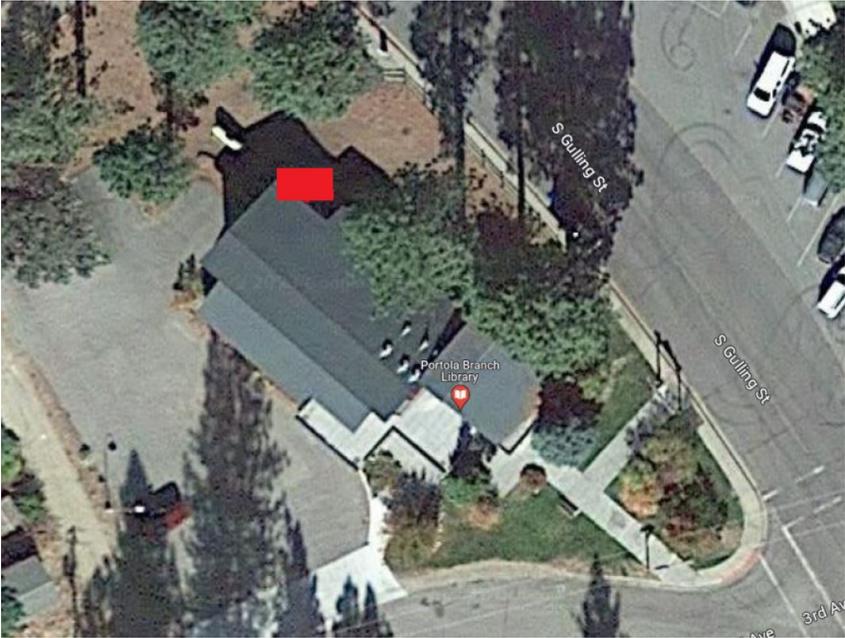
6.3.8.1. The generator shall be installed at the following location.



6.3.8.2. Provide and install 10 kW diesel generator and ATS.

6.3.9. Portola Library

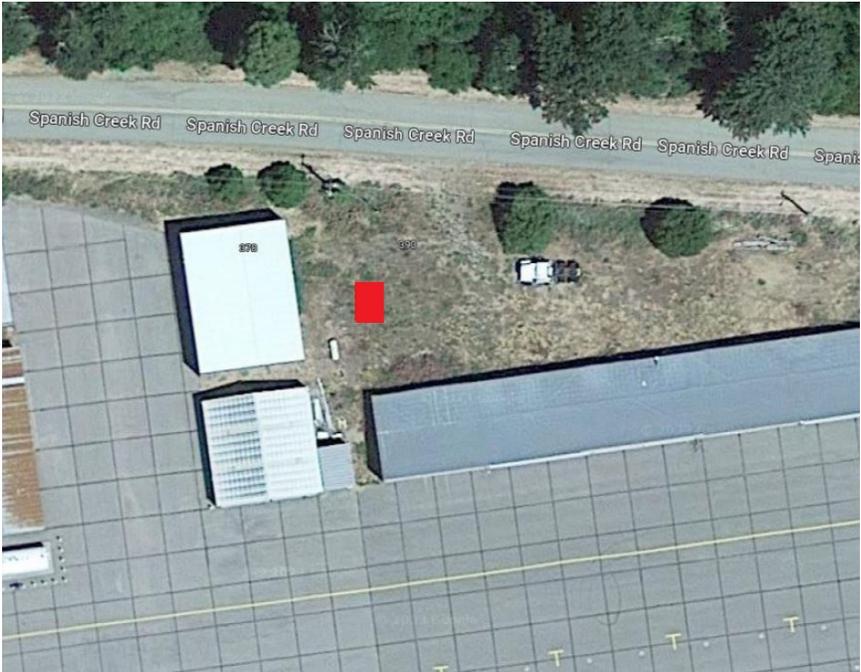
6.3.9.1. The generator shall be installed at the following location.



6.3.9.2. Provide and install 25 kW diesel generator and ATS.

6.3.10. Quincy Gansner Field

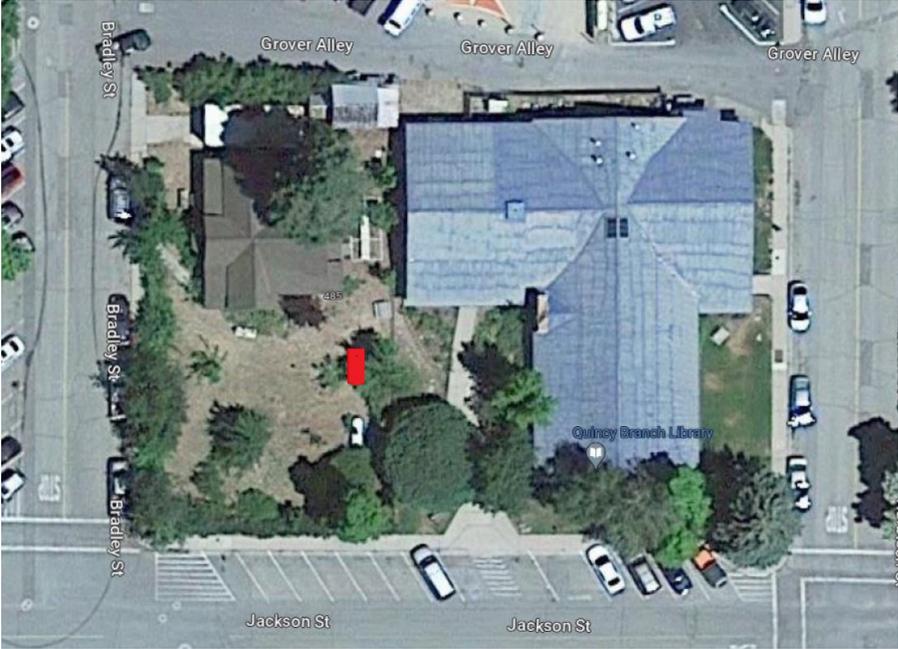
6.3.10.1. The generator shall be installed at the following location.



6.3.10.2. Provide and install 10 kW diesel generator and ATS.

6.3.11. Quincy Library

6.3.11.1. The generator shall be installed at the following location.



6.3.11.2. Provide and install 40 kW diesel generator and ATS.

6.3.12. Quincy Museum

6.3.12.1. The generator shall be installed at the following location.



6.3.12.2. Provide and install 35 kW propane generator and ATS.

6.3.12.3. The generator shall be connected to existing propane tank onsite.

- 6.3.13. Chester Rogers Field
  - 6.3.13.1. The generator shall be installed at the following location.



6.3.13.2. Provide and install 25 kW diesel generator and ATS.

**7. GENERAL PROJECT CLARIFICATIONS APPLICABLE TO ALL SCOPES**

- 7.1. ENGIE Services U.S. will be responsible for obtaining permits where specifically mentioned in specific scopes of work and scheduling inspections.
- 7.2. Engineering and work shall comply with the latest applicable Codes and per Authority Having Jurisdiction (AHJ).
- 7.3. ENGIE Services U.S. assumes one mobilization per site, which includes free access to the entire mobilized portion of the construction area for the full scope of work.
- 7.4. All work will be scheduled at times based upon the following activities, unless coordinated separately with the County.

<b>ECM or Specific Scope Activity</b>	<b>Adjusted Work Hours</b>
Interior Lighting	Monday – Friday: Swing Shift 5pm – 1am,
Exterior Lighting	Monday – Friday: 7am – 5pm
Street Lighting	Monday – Friday: 7am – 5pm
Material Load/Unloading of Facility	After Facility is normally vacated, weekends, or scheduled breaks
Crane picks or Roof Hoists	After Facility is normally vacated, weekends, or scheduled breaks
All other HVAC tasks	Monday – Friday: 7am – 5pm
Utility Shutdowns or Tie-ins	After Facility is normally vacated, weekends, or scheduled breaks

- 7.5. ENGIE Services U.S. will perform underground utility survey to locate any existing utilities that are in the path of horizontal boring, vertical boring or trenching.
- 7.6. Perform horizontal boring and/or trenching of existing concrete, hardscape or asphalt areas as required to route conduits.
- 7.7. Repair any concrete, hardscape, landscape or asphalt damaged by subcontractor to extent required.
- 7.8. All electrical equipment shall be new, UL listed material and equipment that carry the manufacturers’ original warranties.
- 7.9. Provide Utility interconnection drawings and related application management services.
- 7.10. Coordinate with Utility for electrical interconnection.

- 7.11. Coordinate with Utility for any required infrastructure upgrades.
- 7.12. Shutdowns will be coordinated with Utility and County to minimize impact on Facilities.
- 7.13. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
- 7.14. Temporary utilities are to be provided by the County at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, water and construction power).
- 7.15. ENGIE Services U.S. will require the assistance of the County personnel to secure the project location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- 7.16. ENGIE Services U.S. standard construction means and methods will be used.
- 7.17. Provide as-built drawings and Operations & Maintenance manuals upon project completion.
- 7.18. The County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.

**8. GENERAL PROJECT EXCLUSIONS APPLICABLE TO ALL SCOPES**

- 8.1. Cost of all permits, cost of any inspections, including special inspections, hiring and paying all inspectors, including special inspectors.
- 8.2. Bringing existing systems up to code.
- 8.3. Any ongoing landscaping maintenance.
- 8.4. Removal and disposal of hazardous substances, including asbestos containing materials. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify The County representative and stop further work in the area until the material is removed.
- 8.5. Contaminated soils, for their handling or disposal
- 8.6. Additional costs related to underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- 8.7. Structural upgrades to existing structures.
- 8.8. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- 8.9. Temporary heating, cooling or pumping services.
- 8.10. Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a County representative.
- 8.11. Smoke detectors, fire alarm system work, or fire life safety work.
- 8.12. Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- 8.13. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded.
- 8.14. Painting, unless specified in Scope of Work, is excluded, including any patch painting, where a new fixture's footprint does not match footprint of existing fixture and wall color differences show.
- 8.15. Stormwater Pollution Prevention Plan or Discharge Permit. Normal construction related Best Management Practices (BMP) for pollution control is included.
- 8.16. With respect to Projects with new equipment connecting to the Building's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The County is responsible for providing and maintaining the building's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.
- 8.17. Americans with Disabilities Act (ADA) regulation requirements.
- 8.18. Any site improvements, fire hydrants, and sprinklers required by local fire authority are excluded.

**9. ENGIE SERVICES U.S. BENEFICIAL USE AND WARRANTY CRITERIA FOR SPECIFIC PIECES OF EQUIPMENT**

- 9.1. All materials and workmanship warranties are for 1 year, unless specified otherwise below.
- 9.2. LED LIGHTING UPGRADES – With respect to each site's Scope of Work, the ENGIE Services U.S. Warranty commences immediately upon uninterrupted operation of 95% of retrofits for a duration of 2 weeks. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.
- 9.3. STREET LIGHTING - The ENGIE Services U.S. Warranty commences immediately upon installation and operation of street lights. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.

- 9.4. MECHANICAL & HVAC UPGRADES (HVAC Replacement) – The ENGIE Services U.S. warranty commences immediately upon installation and commissioning of HVAC units. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.
  - 9.4.1. All the compressors shall have five year parts warranty, except the chiller compressor which will have one year warranty.
  - 9.4.2. The boiler shall be provided with one year warranty.
- 9.5. MECHANICAL & HVAC UPGRADES (Pump VFDs) – The ENGIE Services U.S. warranty commences immediately upon installation and programming of VFDs. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.
- 9.6. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
  - 9.6.1. Solar Module Warranty – solar modules will be provided with a 25-year manufacturer production warranty.
  - 9.6.2. Solar Inverter Warranty – inverters will be provided with a 10-year manufacturer warranty.
- 9.7. BACKUP EMERGENCY GENERATORS - The ENGIE Services U.S. warranty commences immediately upon installation and commissioning of backup emergency generators. ENGIE Services U.S. will provide written notice to the County of the date the ENGIE Services U.S. Warranty commences.
  - 9.7.1. Generators Warranty – Generators will be provided with a two-year limited manufacturer warranty.

**10. SUBSTANTIAL AND FINAL COMPLETIONS**

<b>ECM</b>	<b>Scope of Work</b>	<b>Location</b>	<b>Total Qty of SC</b>	<b>Total Qty of FC</b>
1	Interior & Exterior Building Lighting	16 Sites	16; one per Site	1; for entire project
2	Street Lights	1 Site	1; one per site	
3A	Mechanical & HVAC Upgrades – HVAC Replacement	13 Sites	13; one per Site	
3B	Mechanical & HVAC Upgrades – Pump VFDs	2 Site	2; one per site	
4	Photovoltaic Systems	1 Site	1; one per site	
5	Backup Emergency Generators	13 Sites	13; one per site	

**ATTACHMENT D**  
**MONITORING INSTALLATION SCOPE OF WORK**

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

**ENGIE Services U.S. DAS Monitoring Installation:**

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with County's specifications.
- Test and verify County/Facility network connectivity.
  - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated County/Facility maintenance staff.

ATTACHMENT E  
M&V SERVICES

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to County’s property at the Project Locations as shown in Attachment A.

**I. Definitions:**

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

“**Accumulated Savings**” means, as of any date of determination, the cumulative total of Excess Savings.

“**Actual Energy Rate**” means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by County for that Measurement Period.

“**Assessment Work**” means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

“**Average Energy Unit Savings**” means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings for such number of Measurement Periods.

“**Base Energy Rate**” means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

“**Baseline**” means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

“**EC Savings**” means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Rate Factors**” means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

“**Energy Savings Report**” is defined in this Attachment E, Section (II)(D).

“**Energy Savings Term**” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20<sup>th</sup>) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by County of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by County to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

“**Energy Unit Savings**” means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Use Factors**” means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment; quality, quantity, and timeliness of maintenance and repairs to the Generating Facilities or building electrical distribution system; inability to procure replacement parts/components; inability to submit claims under manufacturer warranty, including by reason of manufacturer insolvency; damage or defects no longer covered or excluded under manufacturer warranty; soiling in excess of predicted soiling based on industry-standard modeling; material reduction in energy consumption at a Project Location which significantly limits the Generating Facilities ability to offset Project Location electric consumption; non-operation or shutdown of the Generating Facilities by County or a third party other than ENGIE Services U.S.; damage to the Generating Facilities not caused by ENGIE Services U.S.; and any reduction in annual solar irradiation at a nearby NOAA weather station of more than 10% below the 30-year average.

“**Energy Use Savings**” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

“**Excess Savings**” means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

“**Guarantee Payment**” means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to County in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by County with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

“**Guarantee Shortfall**” means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

“**Guaranteed Savings**” means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Period	Guaranteed Savings
1	\$297,205
2	\$314,435
3	\$332,666
4	\$351,956
5	\$372,367
6	\$393,964
7	\$416,815
8	\$440,994
9	\$466,579
10	\$493,651
11	\$522,298
12	\$552,610
13	\$584,684
14	\$618,623
15	\$654,537
16	\$692,540
17	\$732,754
18	\$775,307
19	\$820,336
20	\$867,985

“**IPMVP**” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“**Projected Energy Savings**” means those Energy Unit Savings, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“**Savings Guarantee**” is defined in this Attachment E, Section (II)(A)(i).

**II. Terms and Conditions**

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that County will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.

- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to County, within thirty (30) calendar days after the acceptance by County of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of County, County would benefit from additional energy services or energy saving retrofits, County and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, County will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to County and not previously repaid to ENGIE Services U.S. by County, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by County, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with fifth (5<sup>th</sup>), upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to County, not later than the ninetieth (90<sup>th</sup>) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

**B. Changes in Energy Use Factors.**

- i. Adjustments to Baselines. County will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to County a written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.
- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify County, in writing, of all such changes.
- iii. Changes to Facilities. County or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).

- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of County's business or cause County to incur additional costs, and County does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge County for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by County within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify County in writing of the intent and estimated cost associated with the Assessment Work. County will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as County approves the Assessment Work.
- vii. Changes in Energy Use Factors. If County fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to County in advance. County will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. County agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if County has consistently complied with its obligations as set forth above. If any inspection discloses that County has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, County will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, County agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present County with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

**C. County Maintenance**. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, County will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities. County is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

**D. Energy Savings Report**. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to County an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case County will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. County irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of County as conducted at the Facilities as of the date hereof. County will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). County will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. *Reserved.*

G. Termination of Guaranteed Savings. If (i) County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by County or by County for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) County fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

H. *Reserved.*

I. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the *sum*, for such Measurement Period, of (i) the Energy Use Savings, *plus* (ii) the Stipulated Non-Energy Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.
- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

**III. Methodologies and Calculations**

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

**Table E-1: Measurement and Verification Methods**

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
1	Interior & Exterior Building Lighting	Option A	N/A
2	Street Lighting	Stipulated	N/A
3	Mechanical & HVAC Upgrades	Stipulated	N/A

4	Photovoltaic (PV) Systems	Option B	N/A
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1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between County and ENGIE Services U.S. One time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
  - a. ENGIE Services U.S. will supply a one-time report to County detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, ENGIE Services U.S. will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at ENGIE Services U.S.'s expense and will not be unreasonably denied by County, as long as such work does not interfere with County's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
  - b. Scope of Work
    - i. The reduction in units of electric demand (kW) from the installation of the lighting ECMs is to be measured directly using a calibrated true-RMS watt meter or stipulated based on the following parameters. Existing and to-be-installed fixture types will be grouped project-wide, based on the type of fixture (i.e., type of lamp, number of lamps and ballast type) and the assumed wattage. All lamps without ballasts (incandescent), along with exit signs and exterior fixtures, will be stipulated at their manufacturer's rated wattage. Groups of fixtures with ballasts will be measured in the following manner.
      - a. For groups with 1,000 or more fixtures, ten (10) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - b. For groups with 500 or more fixtures but fewer than 1,000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - c. For groups with 100 or more fixtures but fewer than 500, four (4) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
      - d. For groups with 99 or fewer fixtures or where measurements are not physically possible, the measured wattage will be stipulated for that group to equal the wattage defined in Appendix A, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.
    - ii. Assumptions: The annual unit consumption savings (kWh) for each retrofit will be calculated by multiplying the demand savings as calculated above by the Occupied Annual Hours, where the Occupied Annual Hours have been agreed upon and stipulated to by the County and are presented in *Table E-2* below. The Energy Unit Savings (kWh) will be the sum of the calculated annual unit consumption savings for each retrofit.

**Table E-2: Lighting Annual Hours**

Agreed Upon Lighting Hours of Operation		
Location	Area Type	Annual Hours
Almanor Rec	Electrical Mechanical	1,100
Almanor Rec	Exterior	4,380
Almanor Rec	Hallway	3,120
Almanor Rec	Mechanical	1,100
Almanor Rec	Office	2,080
Almanor Rec	Open Office	2,600
Almanor Rec	Restroom	3,120
Almanor Rec	Storage	730

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Animal Shelter	Animal Shelter	2,600
Animal Shelter	Exterior	4,380
Animal Shelter	Hallway	3,120
Animal Shelter	Mechanical	1,100
Animal Shelter	Office	2,080
Animal Shelter	Restroom	3,120
Animal Shelter	Storage	730
Animal Shelter	Storage	1,040
Annex Building	24/7	8,760
Annex Building	Conference Room	1,560
Annex Building	Custodial	730
Annex Building	Exterior	4,380
Annex Building	Hallway	3,120
Annex Building	Mechanical	1,100
Annex Building	Office	2,080
Annex Building	Open Office	2,600
Annex Building	Restroom	3,120
Annex Building	Storage	730
Annex Building	Storage	1,040
Chester Complex	As Needed	8,760
Chester Complex	Court	1,560
Chester Complex	Custodial	730
Chester Complex	Exterior	4,380
Chester Complex	Hallway	3,120
Chester Complex	Library	2,080
Chester Complex	Museum	2,080
Chester Complex	Office	2,080
Chester Complex	Open Office	2,600
Chester Complex	Restroom	3,120
Chester Complex	Storage	730
Chester Memorial Hall	Conference Room	1,560
Chester Memorial Hall	Exterior	4,380
Chester Memorial Hall	Hallway	3,120
Chester Memorial Hall	Mechanical	1,100
Chester Memorial Hall	Open Office	2,600
Chester Memorial Hall	Restroom	3,120
Chester Memorial Hall	Storage	730
Courthouse	Conference Room	1,560
Courthouse	Court	1,560
Courthouse	Custodial	730
Courthouse	Exterior	4,380
Courthouse	Hallway	3,120

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Courthouse	Mechanical	1,100
Courthouse	Office	2,080
Courthouse	Open Office	2,600
Courthouse	Restroom	3,120
Courthouse	Storage	730
Fairground Commercial Building	Exterior	4,380
Fairground Commercial Building	Hallway	3,120
Fairground Commercial Building	Kitchen	2,286
Fairground Commercial Building	Restroom	3,120
HR Building	As Needed	8,760
HR Building	Common Area	2,080
HR Building	Custodial	730
HR Building	Exterior	4,380
HR Building	Mechanical	1,100
HR Building	Office	2,080
HR Building	Open Office	2,600
HR Building	Restroom	3,120
Library	Custodial	730
Library	Exterior	4,380
Library	Hallway	3,120
Library	Library	2,340
Library	Office	2,080
Library	Restroom	3,120
Library	Storage	730
Museum	Exterior	4,380
Museum	Hallway	3,120
Museum	Office	2,080
Museum	Open Office	2,600
Museum	Restroom	3,120
Museum	Storage	730
Permit Center	Conference Room	1,560
Permit Center	Custodial	730
Permit Center	Exterior	4,380
Permit Center	Hallway	3,120
Permit Center	Mechanical	1,100
Permit Center	Office	2,080
Permit Center	Open Office	2,600
Permit Center	Restroom	3,120
Plumas County Street Lighting	Exterior	4,380
Portola Library	Custodial	730
Portola Library	Exterior	4,380
Portola Library	Hallway	3,120

Portola Library	Library	2,340
Portola Library	Mechanical	1,100
Portola Library	Office	2,080
Portola Library	Open Office	2,600
Portola Library	Restroom	3,120
Portola Veteran's Hall	Custodial	730
Portola Veteran's Hall	Exterior	4,380
Portola Veteran's Hall	Hallway	3,120
Portola Veteran's Hall	Kitchen	2,286
Portola Veteran's Hall	Open Office	2,600
Portola Veteran's Hall	Restroom	3,120
Portola Veteran's Hall	Storage	730
Public Works Building	Conference Room	1,560
Public Works Building	Exterior	4,380
Public Works Building	Hallway	3,120
Public Works Building	Mechanical	1,100
Public Works Building	Office	2,080
Public Works Building	Open Office	2,600
Public Works Building	Restroom	3,120
Public Works Building	Storage	730
Sheriff's Office	24/7	8,760
Sheriff's Office	As Needed	8,760
Sheriff's Office	Conference Room	1,560
Sheriff's Office	Custodial	730
Sheriff's Office	Exterior	4,380
Sheriff's Office	Hallway	3,120
Sheriff's Office	Mechanical	1,100
Sheriff's Office	Office	2,080
Sheriff's Office	Open Office	2,600
Sheriff's Office	Restroom	3,120
Sheriff's Office	Storage	730
Veteran's Memorial Hall	Exterior	4,380
Veteran's Memorial Hall	Hallway	3,120
Veteran's Memorial Hall	Kitchen	2,286
Veteran's Memorial Hall	Mechanical	1,100
Veteran's Memorial Hall	Office	2,080
Veteran's Memorial Hall	Restroom	3,120
Veteran's Memorial Hall	Storage	730

iii. Post-retrofit measurements will be performed one time, after the retrofit is complete. Post-retrofit ECM performance is assumed to be consistent for the duration of the Energy Savings Term.

iv. EC Savings achieved from the lighting ECMs are calculated by the following equation:

$$\text{EC Savings} = \text{Energy Unit Savings} \times \text{Base Energy Rate}$$

**Table E-3: Annual Lighting Savings**

ECM	Location	Projected Annual Savings (kWh)
1	Annex Building	122,981
1	Human Resources	1,706
1	Sheriff's Office	15,331
1	Courthouse	42,987
1	Quincy Veteran's Memorial Hall	2,443
1	Permit Center	19,240
1	Road Commissioner Office (Public Works Building)	5,913
1	Quincy Library	5,754
1	Quincy Museum	2,353
1	Fairground Commercial Building	4,410
1	Animal Shelter	11,003
1	Chester Complex & Library	6,597
1	Chester Veteran's Memorial Hall	3,294
1	Almanor Recreation Center	1,596
1	Portola Veteran's Memorial Hall	2,871
1	Portola Library	7,912
<b>Total</b>		<b>256,391</b>

2. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
  - a. ENGIE Services U.S. will supply a one-time report to County detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
  - b. Scope of Work
    - i. No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-4* below and is projected to degrade by 0.5% per year.

**Table E-4: First Year Solar PV Production**

Location	Projected Annual Production (kWh)
Annex Building	389,080

- ii. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
- iii. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in on-

going reports. During the Construction Period, the EC Savings will be calculated by adding the production measure for the period between Substantial Completion or beneficial use of the ECM and the M&V Commencement Date.

3. Stipulated Savings: When the cost, complexity, or uncertainty of savings measurements are high as compared to the projected savings, County and ENGIE Services U.S. may agree to stipulate the projected Energy Unit Savings as being achieved, without any measurements being taken.
  - a. For the Stipulated Option, the Energy Unit Savings presented below will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings projected for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.

**Table E-5: Annual Stipulated Savings**

ECM	Location	Projected Annual Savings (kWh)
2	County-Wide	14,647
3	Annex Building	14,050
3	Human Resources (Probation)	2,953
3	Sheriff's Office	16,633
3	Courthouse	17,360
3	Quincy Veteran's Memorial Hall	3,024
3	Permit Center	1,780
3	Road Commissioner Office (Public Works Building)	4,741
3	Fairground Commercial Building	5,682
3	Animal Shelter	4,720
3	Chester Complex & Library	6,039
3	Chester Veteran's Memorial Hall	2,031
3	Portola Library	2,987
3	Large Pump Station	47,829
3	Fairground Pump Station	4,224
<b>Total</b>		<b>148,700</b>

5. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by six percent (6%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

**Table E-6: Base Energy Rates**

ECM	Location	Avoided Electricity Rate (\$/kWh)
1	Annex Building	0.3685
1	Human Resources	0.5038
1	Sheriff's Office	0.4734
1	Courthouse	0.4373

1	Quincy Veteran's Memorial Hall	0.4926
1	Permit Center	0.4565
1	Road Commissioner Office (Public Works Building)	0.4908
1	Quincy Library	0.5051
1	Quincy Museum	0.5092
1	Fairground Commercial Building	0.4652
1	Animal Shelter	0.4823
1	Chester Complex & Library	0.4980
1	Chester Veteran's Memorial Hall	0.5072
1	Almanor Recreation Center	0.4652
1	Portola Veteran's Memorial Hall	0.4652
1	Portola Library	0.4652
2	County-Wide	0.4045
3	Annex Building	0.3685
3	Human Resources (Probation)	0.5038
3	Sheriff's Office	0.4734
3	Courthouse	0.4373
3	Quincy Veteran's Memorial Hall	0.4926
3	Permit Center	0.4565
3	Road Commissioner Office (Public Works Building)	0.4908
3	Fairground Commercial Building	0.4652
3	Animal Shelter	0.4823
3	Chester Complex & Library	0.4980
3	Chester Veteran's Memorial Hall	0.5072
3	Portola Library	0.4652
3	Large Pump Station	0.6454
3	Fairground Pump Station	0.5576
4	Annex Building	0.2921

**ATTACHMENT F  
MAINTENANCE SERVICES**

**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on County's property at the following Project Locations:

Site Name	Site Address	City	State	Zip Code
Annex Building Canopy	260 County Hospital Rd	Quincy	CA	95971

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

**I. Definitions**

"**Annual Maintenance Fee**" means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Eight Thousand Two Hundred Fifty-One Dollars (\$8,251.00). The

Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first ten (10) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the tenth (10<sup>th</sup>) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

**II. Term**

So long as County pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

**III. Annual Maintenance Fee; Reporting**

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to County in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by County, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, County's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

**IV. Preventive Maintenance Services Provided**

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
  - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
  - ii Wash PV modules and remove accumulated dust and debris on a semi-annual basis.

**V. Repair Services**

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty or outside of the Maintenance Services described in Section 3.01, County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager and submit a request for quotation. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and County must execute

a Work Order, on ENGIE Services U.S.'s form, a sample of which is attached hereto as Exhibit F-1, for the agreed scope of work and quotation amount. Quotations for repair work are calculated on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays equals 1.5x Rates. Sundays & Holidays equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician <sup>1</sup>	\$/hr.	County Labor Rate
Hourly Rate – Engineering <sup>2</sup>	\$/hr.	\$ 170.00
Hourly Rate – Administrative <sup>2</sup>	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00
Lift rental fee	\$	Current Market Price

<sup>1</sup>Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus Burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

<sup>2</sup>Escalated according to an inflation rate to the year in which service will occur.

**VI. Warranty Services**

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be County’s point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to County in relation to manufacturer’s warranties. The terms and conditions of the relevant manufacturer’s warranties can be found in the operation and maintenance manuals delivered to County at Final Completion.

**VII. Services and Equipment to Be Covered by County**

ENGIE Services U.S.’s obligations under this Attachment F are expressly conditioned upon County’s payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. PV Inverter warranty past the manufacturer 10 year term.
- d. Managing the benefitting accounts designated to receive generation credits in regard to the Utility’s RES-BCT tariff to ensure that generation is credited at the preferred rate.
- e. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- f. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- g. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- h. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- i. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- j. Timely reporting of, and permitting timely repair of, Generating Facilities damaged by County Persons or third parties, including damage resulting from parking lot, County or guest activities. Cost of repairs is the responsibility of County.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by County’s failure to satisfy the conditions set forth in this Attachment F.

EXHIBIT F-1  
FORM OF WORK ORDER

Work Order #\_\_

This Work Order ("Work Order") dated \_\_\_\_\_ ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Energy Services Agreement ("Agreement") by and between ENGIE Services U.S. Inc. ("ENGIE Services U.S.") and \_\_\_\_\_ ("Customer") dated \_\_\_\_\_. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Project Name:

Scope of Work:

Electrical and Structural Repairs:

Exclusions: *[edit, as needed]*

- Premium Time or Over Time
- Work on Nights or Weekends
- Cutting, Patching or Painting
- Permitting
- Plan Revisions
- Review/Edit/Writing of Specifications
- Geotechnical Reports/Inspections
- PLA/PSA Agreements
- Irrigation System Inspection/Repairs
- Landscape Repair/Tire Track Removal
- Landscape Maintenance
- Infestations

Cost Estimate: *[insert]*

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days. Payment to ENGIE Services U.S. is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the completion of the work under this Work Order.

Acceptance and Notice to Proceed:

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes ENGIE Services U.S. to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

CUSTOMER:

ENGIE Services U.S.:

*(type Customer name here)*

ENGIE Services U.S. Inc.

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

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

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

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

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

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

**ATTACHMENT G  
SCOPE OF EDUCATION SERVICES**

**I. Educational Services Provided**

**Education Services Provided**

From the Contract Effective Date through June 2027, ENGIE Services U.S. will provide the following educational services to the County:

**Feather River College Workforce Development**

ENGIE Services U.S. will work with Feather River College to provide sustainable energy (“Green Energy”) career exposure related to the County’s energy project.

1) Internship Program:

- ENGIE Services U.S. will hire one (1) college student from Feather River College as a paid intern.
- The structured and student-focused internship program will provide the student with mentors, hands-on experience working on real energy projects, and access to a national intern network.
- The student will be compensated at the current minimum wage during their employment.

2) Field Trip:

- ENGIE Services U.S. will organize one (1) field trip for a class of students from Feather River College.
- During the trip, students will learn about the County’s energy project, understand how a comprehensive energy project is built and engineered, and explore career opportunities within the Green Energy industry.

3) Virtual Guest Speaker:

- ENGIE Services U.S. will arrange for one (1) virtual guest speaker to address a class of students from Feather River College.
- The speaker’s focus will be on careers within the Green Energy industry.

4) Summer Energy Expert Calls:

- ENGIE Services U.S. invites students to participate in the 2024 summer virtual energy expert calls.
- During these sessions, students will have the opportunity to listen and learn firsthand from industry experts on a range of energy topics.

5) Raw Data for Teachers:

- Interested teachers will receive raw data from the County’s energy project.
- This data can be utilized in accounting, statistics, economics, and business classes as a valuable learning tool.

6) Interactive Workshop on Climate Change:

- ENGIE Services U.S. will conduct one (1) interactive workshop on climate change specifically for environmental science students.
- The workshop will be two hours long and can accommodate up to twenty-five (25) students.

**Repair/Construction/Maintenance Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as “County”), and ENGIE Services U.S. Inc., a Delaware corporation, with California State Contractor’s License Number 995037 (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 and C, 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 and C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Million Seven Hundred Fifty-Four Thousand Two Hundred Forty-Six Dollars and 00/100 (\$10,754,246.00)** (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. **Contract ends on March 31, 2026**, 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.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
  - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
  6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
  7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
  8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

- 24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active licenses as a **Class B, A, C46, and C10** contractor, issued by the State of California, No. **995037**
- 25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
- 26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
- 27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Facility Services  
 County of Plumas  
 198 Adny's Way  
 Quincy, CA 95971  
 Attention: Director of Facility Services

Contractor:

ENGIE North America Inc.  
1721 2nd Street, Suite 200  
Sacramento, CA 95811  
Attention: Heather Benner

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).

- 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.

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

CONTRACTOR:

ENGIE Services U.S.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Courtney Jenkins  
Title: Vice President and General Manager

By: \_\_\_\_\_  
Name: Christina McCormick  
Title: Senior Counsel

COUNTY:

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

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair of the Board, Plumas County  
Supervisor District 4

ATTEST:

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board

Approved as to form:

Plumas County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

**EXHIBIT A**

**Scope of Work**

1. **See Exhibit C for complete Scope of Work.**
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

**EXHIBIT B**

**Fee Schedule**

1. **See Exhibit C for complete Fee Schedule**
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. 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.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. 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.
6. \*\*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.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

**RESOLUTION NO.**  
**RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS IN CONNECTION WITH AN ENERGY SERVICES AGREEMENT**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, Plumas County ("County") desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, ENGIE Services U.S. Inc. ("ENGIE"), has provided the County with analysis showing the benefits of implementing certain energy conservation measures in the County ("Analysis"), which is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, the County proposes to enter into an energy services contract ("Energy Services Contract") with ENGIE pursuant to which ENGIE will design, construct, and install on County property certain energy saving improvements, which will result in greater energy efficiency and cost savings for the County sites on which such facilities are located on ("Project"); and

**WHEREAS**, the Analysis includes data showing that the anticipated cost to the County for the electrical energy provided by the Project will be less than the anticipated marginal cost to the County of electrical energy that would have been consumed by the County in the absence of those purchases; and

**WHEREAS**, the Board of Supervisors ("Board") proposes to enter into the Energy Services Contract substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the Board Chair reasonably deems necessary following the Board's adoption of this Resolution; and

**WHEREAS**, that difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

**WHEREAS**, pursuant to Government Code section 4217.12, this Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

**WHEREAS**, the proposed Project is exempt from environmental review under the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000 et seq.) because it is consistent with CEQA Section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot are statutorily exempt from CEQA.

\*\*\*\*\*

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Energy Services Contract in the form presented at this meeting are in the best interests of the County.
2. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the County for electrical energy provided by the Project under the Energy Services Contract will be less than the anticipated marginal cost to the County of electrical energy that would have been consumed by the County in the absence of those purchases.
3. That the Board finds that the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases.
4. The Board hereby approves the Energy Services Contract, in accordance with Government Code section 4217.12.

5. The Director of Facilities, or their designee, is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Contract as they reasonably deem necessary, and thereafter to execute and deliver the Energy Services Contract following the Board's adoption of this Resolution.

6. The Project is hereby found to be exempt from the requirements of CEQA as described above.

7. County staff are hereby authorized and directed to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the CEQA Guidelines, and the findings set forth in this Resolution.

The foregoing Resolution was adopted at a meeting of the Plumas County Board of Supervisors on March 19, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman, Plumas County Board of Supervisors

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Clerk of the Board  
Plumas County

**APPROVED AS TO FORM:**

  
Joshua Brechtel  
Deputy County Counsel

## EXHIBIT A ANALYSIS

Project Cost										\$10,754,246
County Contribution										\$1,000,000
Amount to be Financed										\$9,754,246
Finance Term										20
Estimated Annual Interest Rate										4.60%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)										6.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings	
1	\$119,775	\$195,465	\$262,251	\$513,198	\$1,090,689	\$952,049	\$8,251	\$960,300	\$130,390	
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$464,750	\$8,498	\$473,249	\$130,390	
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$491,941	\$8,753	\$500,694	\$130,390	
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$520,490	\$9,016	\$529,506	\$130,390	
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$550,472	\$9,286	\$559,758	\$130,390	
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$581,961	\$9,565	\$591,526	\$130,390	
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$615,040	\$9,852	\$624,892	\$130,390	
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$649,794	\$10,147	\$659,941	\$130,390	
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$686,311	\$10,452	\$696,763	\$130,390	
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$724,689	\$10,765	\$735,454	\$130,390	
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$765,026	\$11,088	\$776,114	\$130,390	
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$807,429	\$11,421	\$818,850	\$130,390	
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$852,010	\$11,763	\$863,773	\$130,390	
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$898,886	\$12,116	\$911,003	\$130,390	
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$948,184	\$12,480	\$960,664	\$130,390	
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$1,000,035	\$12,854	\$1,012,889	\$130,390	
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$1,054,577	\$13,240	\$1,067,817	\$130,390	
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$1,111,959	\$13,637	\$1,125,596	\$130,390	
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$1,172,335	\$14,046	\$1,186,382	\$130,390	
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$1,235,871	\$14,468	\$1,250,338	\$130,390	
21	\$260,618	\$0	\$0	\$0	\$260,618	\$0	\$14,902	\$14,902	\$245,717	
22	\$274,874	\$0	\$0	\$0	\$274,874	\$0	\$15,349	\$15,349	\$259,526	
23	\$289,910	\$0	\$0	\$0	\$289,910	\$0	\$15,809	\$15,809	\$274,101	
24	\$305,768	\$0	\$0	\$0	\$305,768	\$0	\$16,283	\$16,283	\$289,484	
25	\$322,493	\$0	\$0	\$0	\$322,493	\$0	\$16,772	\$16,772	\$305,721	
26	\$340,134	\$0	\$0	\$0	\$340,134	\$0	\$17,275	\$17,275	\$322,859	
27	\$358,739	\$0	\$0	\$0	\$358,739	\$0	\$17,793	\$17,793	\$340,946	
28	\$378,362	\$0	\$0	\$0	\$378,362	\$0	\$18,327	\$18,327	\$360,035	
29	\$399,059	\$0	\$0	\$0	\$399,059	\$0	\$18,877	\$18,877	\$380,182	
30	\$420,887	\$0	\$0	\$0	\$420,887	\$0	\$19,443	\$19,443	\$401,444	
<b>Totals</b>	<b>\$7,513,852</b>	<b>\$7,190,306</b>	<b>\$7,046,786</b>	<b>\$513,198</b>	<b>\$22,264,142</b>	<b>\$16,083,809</b>	<b>\$392,529</b>	<b>\$16,476,338</b>	<b>\$5,787,804</b>	



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm for monthly alarm monitoring for Behavioral Health Wellness Centers; effective January 1, 2024; not to exceed; \$5,000.00 (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm for monthly alarm monitoring for Behavioral Health Wellness Centers; effective January 1, 2024; not to exceed; \$5,000.00 (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

**Background and Discussion:**

Current Electric and Alarm will provide monthly monitoring for Behavioral Health Wellness Centers, located in Portola, Chester and Quincy.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm for monthly alarm monitoring for Behavioral Health Wellness Centers; effective January 1, 2024; not to exceed; \$5,000.00 (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

**Fiscal Impact:**

No impact on general funds. This is funded by the state through the Mental Health Services Act.

**Attachments:**

1. 4086\_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 Current Electric & Alarm Inc., (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 \$5,000.00.
3. Term. The term of this agreement commences January 1, 2024, and shall remain in effect through December 31, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Current Electric Alarm Inc. 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.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS 

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

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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

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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:

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

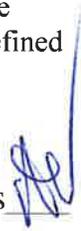
Contractor:

Alan Vaughan, CEO/CFO  
Current Electric & Alarm, Inc.  
PO Box 47 5031 Grizzly Rd  
Susanville, CA 96130 Portola, Ca 96122

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:**

Current Electric & Alarm, Inc.

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

Name: Alan Vaughan

Title: CEO/CFO

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed: 01/05/2024

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:

\_\_\_\_\_  
Craig Settemire  
Counsel

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**EXHIBIT B - FEE SCHEDULE**

Plumas County Behavioral Health & Wellness Center -Chester  
372 Main St.  
Chester, CA. 96020  
Monthly alarm monitoring \$45.00.

Plumas County Behavioral Health & Wellness Center -Portola  
280. E. Sierra  
Portola, CA.  
Monthly alarm monitoring \$45.00.

Plumas County Behavioral Health Center -Quincy  
455 W. Main Street  
Quincy, CA. 95971  
Monthly alarm monitoring \$45.00.

Total monthly monitoring for 3 locations

**INVOICING AND PAYMENT:**

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

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.

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**EXHIBIT A - SCOPE OF WORK**

Monthly alarm monitoring for Wellness Centers

Plumas County Behavioral Health & Wellness Center -Chester  
372 Main St.  
Chester, CA. 96020

Plumas County Behavioral Health Wellness Center -Quincy  
455 Main St.  
Quincy, CA. 95971

Plumas County Behavioral Health & Wellness Center -Portola  
280. E. Sierra  
Portola, CA.

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**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** March 19, 2024

**SUBJECT:** Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Behavioral Health and Community Medical Specialists dba. Community Behavioral Health; increasing the compensation amount from Seven Hundred Four Thousand (\$704,000.00) to Nine Hundred Four Thousand (\$904,000.000) due to increase in demand; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Behavioral Health and Community Medical Specialists dba. Community Behavioral Health; increasing the compensation amount from Seven Hundred Four Thousand (\$704,000.00) to Nine Hundred Four Thousand (\$904,000.000) due to increase in demand; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

**Background and Discussion:**

Community Medical Specialist entered into a written agreement on February 1, 2023, with Plumas County Behavioral Health in which Community Medical Specialist agree to provide Tele-Therapy services to Plumas County. Due to the demand for services, there is a need to increase the compensation amount from \$704,000.00 to 904,000.00  
No impact to the general funds.

**Action:**

Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Behavioral Health and Community Medical Specialists dba. Community Behavioral Health; increasing the compensation amount from Seven Hundred Four Thousand (\$704,000.00) to Nine Hundred Four Thousand (\$904,000.000) due to increase in demand; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact. Costs associated with this matter are covered by a combination of state and federal funds

**Attachments:**

1. CMS Community Medical Specialists
2. 4084\_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 Community Medical Specialists Inc., DBA Community Behavioral Health (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 \$704,000.00 per fiscal year. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences February 1, 2023, and shall remain in effect through January 31, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Community Medical Specialists Inc., DBA Community Behavioral Health from February 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.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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

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program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

- 6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party’s rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- 7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
- 8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
- 9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - 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.

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.

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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:

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

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Contractor:

Ornella Addonizio MD  
Community Medical Specialists Inc.  
457 Knollcrest Drive  
Redding, CA 96002

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.

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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.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Community Medical Specialists Inc.  
DBA Community Behavioral Health

By: \_\_\_\_\_  
Name: Ornella Addonizio M/D  
Title: CEO/CFO/Secretary  
Date signed:

**COUNTY:**

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

By: Sharon R. Sousa, MFT  
Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Date signed:

**APPROVED AS TO CONTENT:**

Dwight Ceresola  
Name: Dwight Ceresola  
Title: Chair, Board of Supervisors  
Date signed: 02 07 2023

**ATTEST:**

Heidi White  
Name: Heidi White  
Title: Clerk, Board of Supervisors  
Date signed: 2.07.2023

Approved as to form:

Joshua Brechtel 1/9/2023  
Deputy County Counsel

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate (“BA”), dated February 1, 2023

**RECITALS**

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

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

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

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

**1. Definitions**

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

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

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

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

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

PCBH2326COMMUNITY MEDICAL SPECIALISTS

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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

**7. Assistance in Litigation of Administrative Proceedings**

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Name: Sharon Sousa LMFT  
Title: Behavioral Health Interim Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: Sharon R. Sousa, LMFT  
Date: 02/09/2023

Name: Ornella Addonizio M.D.  
Title: Chief Executive Officer  
Address: 457 Knollcrest Drive  
Redding, CA 96002  
Signed: \_\_\_\_\_  
Date: 3/18/2023

**EXHIBIT A - SCOPE OF WORK**

**Tele-Therapy**

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Therapy services for Plumas County Behavioral Health (PCBH). Services will be provided 5 days a week with 2 full-time Therapists. At the end of the day, the therapist(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. CMS agrees to provide QAP reviews and QI reports, once we have received sufficient training. The time allotted will be built into the schedule. Note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

**Scope of Services Tele-Psychiatry**

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Psychiatry Medication Management services for Plumas County Behavioral Health (PCBH). The point of contact will be Savannah Saephan for daily needs. Face-to-face services will be provided by CMS within 14 business days of request once a month with. At the end of the day, the provider(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. JV-220s and note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

**EXHIBIT B - FEE SCHEDULE**

COUNTY agrees to pay CONTRACTOR the following fiscal years 2022/23-2024/2025 rates:

**Rate for Tele-Therapy Services**

LMFT/LCSW: \$135/hr.

**Rate for Tele-Psychiatry Services**

Medication Management

PA/NP: \$220/hr.

MD/DO: \$260/hr.

Plumas County Behavioral Health agrees to reimburse provider for overnight lodging for scheduled once a month Psychiatric Services. Lodging will also be permitted when Behavioral Health requests a face-to-face consultation from Contractor. Accommodations to be made within the town of Quincy and will be the responsibility of the contractor to find lodging. County will reimburse contractor up to \$200.00 allowance for one night stay not to exceed \$ 2,400.00 per fiscal year.

Behavioral Health will reimburse hourly rate drive time over a two-day period to and from Redding, CA

Payments by COUNTY shall be bi-monthly in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

**INVOICING AND PAYMENT:**

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY

\_\_\_\_ COUNTY INITIALS

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

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BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND COMMUNITY MEDICAL SPECIALISTS**

This First Amendment to Agreement is made on March 1, 2024, between PLUMAS COUNTY, a political subdivision of the State of California and Community Medical Specialists, dba Community Behavioral Health who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Community Medical Specialists have entered a written Agreement dated, February 1, 2023, in which Community Medical Specialists agreed to provide Tele-Therapy services to Plumas County.
  - b. Due to the demand for services, there is a need to increase the compensation amount from Seven Hundred Four Thousand (\$704,000.00) to Nine Hundred Four Thousand (\$904,000.00)
  
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. **Paragraph #2** is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Hundred Four Thousand and 00/100 dollars (\$904,000.00) per fiscal year. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
  
2. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on February 1, 2023, shall remain unchanged and in full force and effect.

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

**CONTRACTOR:**  
Community Medical Specialists Inc.  
DBA Community Behavioral Health

By:   
Name: Ornella Addonizio M.D.  
Title: CEO/CFO/Secretary  
Date signed:

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

By:   
Name: Sharon Sousa, LMFT  
Title: Behavioral Health Director  
Date signed: 03/08/2024

**APPROVED AS TO CONTENT:**

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

**ATTEST:**

\_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
Joshua Breechel, Attorney  
County Counsel's Office



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Approve and authorize Chair to sign Professional Services Agreement Amendment No. 2 to the agreement between Plumas County Sheriff and CGL Companies, Inc. for Plumas County Corrections Facility; No General Fund Impact; approved as to form by County Counsel.

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**Recommendation:**

The Sheriff's Department and Public Works Staff respectfully requests that the Board of Supervisors vote to authorize the Chair to sign Amendment No. 2 to CGL Professional Services Agreement and not to exceed amount of \$34,502.50, for required special inspection and testing services on a time and materials basis.

**Background and Discussion:**

A professional services agreement was executed between CGL Companies, Inc. and Plumas County for professional services related to project management of the Plumas County Correctional Facility on April 28, 2022. Special Inspection and Testing is required for the construction per the approved construction drawings and per code. CGL agreed to add special inspection and testing services through NST Engineering Inc. to their scope of services as a subcontract. Amendment No. 1 provided compensation on a time and materials basis and NST invoices to date total \$72,850. Amendment No. 2 is also for Special Inspection and Testing by Construction Materials Engineers, Inc., Wallace Kuhl & Associates and Miyamoto International for testing of steel, fireproofing, epoxy anchors, shop steel and structural review of construction drawings. The total cost of Amendment No. 2 on a time and materials basis is \$34,502.50. The total and final cost to date for Amendment 1 and 2 totals \$107,352.50. This total for Testing & Inspection will be reimbursed through the State grant. Amendment No. 2 to CGL professional services agreement has been approved as to form by County Counsel.

**Action:**

The Sheriff's Department and Public Works Staff respectfully requests that the Board of Supervisors vote to authorize the Chair to sign Amendment No. 2 to CGL Professional Services Agreement and not to exceed amount of \$34,502.50, for required special inspection and testing services on a time and materials basis.

**Fiscal Impact:**

No impact to General Fund.

**Attachments:**

1. Amendment No. 2 CGL Co.

**AMENDMENT No. 2**  
**to**  
**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**SB 844 JAIL CONSTRUCTION PROJECT**

The April 28, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the **COUNTY OF PLUMAS**, a political subdivision ("COUNTY") and **CGL Companies, Inc. (CGL)**, a California Corporation, (hereinafter referred to as "Contractor"), is hereby amended as follows:

**Compensation**

Contractor's compensation shall be increased by a not to exceed amount of Thirty-Four Thousand Five-Hundred Two and 50/100 dollars (\$34,502.50). Contractor shall be reimbursed for Materials Testing, Special Inspections and structural review completed by Construction Materials Engineers, Inc, River City Geoprosessionals Inc. dba Wallace Kuhl & Associates and Miyamoto International per Exhibit "A," attached hereto and shall in no case exceed Thirty-Four Thousand Five-Hundred Two and 50/100 dollars (\$34,502.50)

**Other Contract Provisions**

All other contract provisions set forth in the April 28, 2022, Professional Services Agreement, Plumas County Sheriff Office Contract No. PCSO00134 first referenced above , and Amendment No. 1, dated July 22, 2022 shall remain unchanged.

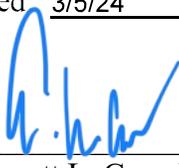
\*\*\*Signatures on following page\*\*\*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR:**

CGL Companies, Inc.,  
a California corporation

By:   
Name: Elise Simmons  
Title: CFO  
Date signed: 3/5/24

By:   
Name: Everett L. Gage III  
Title: CEO  
Date signed: 3/5/24

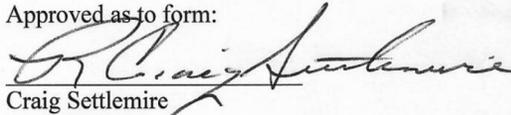
**COUNTY:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board of Supervisors

Approved as to form:  
  
Craig Settemire  
Counsel



## EXHIBIT A

### **Outline of SB 844 Services – Amendment 2**

#### **SB 844 Project Description/Scope**

Plumas County (County) applied for Senate Bill (SB) 844 grant funding and successfully received a conditional award notice in June 2017. The official Conditional Award notification letter was received by the County on June 21<sup>st</sup> 2017.

The scope of services outlined below is intended to meet the requirements for developing the Plumas County Jail replacement project. The scope of services complies with all Board of State and Community Corrections (BSCC) and State Public Works Board (SPWB) requirements and are reimbursable by the State SB 844 grant. The tasks listed are the requirements to proceed with financing of a jail using state funds (State Capital Outlay Process).

#### **Plumas County SB 844 Project Overview**

Replace existing aging jail with a new 60 dorm-style single/double beds, dayroom, outdoor recreation space, and multipurpose rooms used for programing and treatment. The public lobby/ administration area will consist of a public lobby, jail administration space, and in-person visitation.

Intake/release/transfer area will have multiple cells, vehicle sallyport, booking counter, and an interview room. Medical clinic will include treatment rooms, an exam room, storage, and office space. Support areas will consist of a kitchen, food storage, laundry and staff support area. The day reporting center will include classrooms, offices, and video visitation.

#### **Overview of CGL Services**

The County is continuing their relationship with CGL Companies, Inc. (CGL) for their expertise in California County jail planning, design, project management, construction management, and knowledge of BSCC/SPWB processes and requirements.

For the Plumas SB 844 Project, CGL Is provided the following scope of work (Exhibit A) for testing and special inspections needed to ensure that the building meets structural requirements and complies with the contract documents.

CGL has partnered with testing and inspection firms to provide this service, their role is to meticulously assess various aspects of the project, from the foundation to the finishing touches. The



team of skilled technicians and engineers conducts a series of tests, including soil compaction tests, concrete strength tests, and structural integrity assessments. These tests are conducted at critical stages of construction to identify any deviations from design specifications or potential risks to the project's integrity.

Sincerely

A handwritten signature in blue ink, appearing to read 'Cameron Glass'.

Cameron Glass  
Senior Vice President | CGL Companies  
cglass@cglcompanies.com



## EXHIBIT A—Scope of Work

### Detailed Breakdown of Scope of Work

**Total Fee \$34,502.50**

- 1. Construction Materials Engineers, Inc. | \$25,512.50**
  - A. Project Manager
    - a. Coordination
    - b. Consulting
    - c. Reports
  - B. Structural Steel
    - a. Welding Inspections
    - b. HSB Inspections
    - c. Metal Deck
    - d. Vehicle
  - C. Fireproofing
    - a. Fireproofing Inspections
    - b. Fire caulking Inspections
    - c. Vehicle
  - D. Epoxy/Anchor Bolts
    - a. Epoxy Inspections
    - b. Vehicle
  
- 2. River City Geoprosessionals Inc. dba Wallace Kuhl & Associates| \$3,990.00**
  - A. Structural Steel Shop Fabrication
    - a. On-site Quality Assurance Inspection
    - b. Final Letter Stating All Fabricated Materials Meet Requirements of Approved Plans and Specifications
  
- 3. Miyamoto International | \$5,000.00**
  - A. Code Level Structural Review
    - a. 100% Construction Documents
    - b. 100% Project Manual



- c. 100% Structural Calculations
- d. Reviews include consideration of structural criteria and corresponding load paths for the following:
  - i. Gravity, dead, live, snow, seismic, and wind



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Neal Caiazzo, Director of Social Services  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Pitney-Bowes Global Financial Services effective April 1, 2024, for a sixty-month lease of a postage/mailing machine. Not to exceed \$23,500. (No General Fund Impact) approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Pitney-Bowes Global Financial Services effective April 1, 2024, for a sixty-month lease of a postage/mailing machine. Not to exceed \$23,500. (No General Fund Impact) approved as to form by County Counsel.

**Background and Discussion:**

The Department utilizes a postage/mailing machine to process and mail customer forms, notices, Medi-Cal cards and other material associated with conducting business with our customers. Previously the Department had a five year lease in place for such equipment which expired.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Pitney-Bowes Global Financial Services effective April 1, 2024, for a sixty-month lease of a postage/mailing machine. Not to exceed \$23,500. (No General Fund Impact) approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) state and Federal funds

**Attachments:**

1. 24-079 MPA FINAL 2

**MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS**

**Date:** 02/22/24

**Vendor:** Pitney Bowes Financial Services LLC  
27 Waterview Drive  
Shelton, CT 06484

**County:** County of Plumas  
Department of Social Services  
270 County Hospital Road, St 207  
Quincy, CA 95971

Tel: 916-914-5681

Tel: 530-283-6462

**Description:** Purchase of **SendPro Mail Machine**  
as identified in the NASPO value point agreement attached to this MPA as Exhibit B.

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
\$ **Twenty Three Thousand Five Hundred Dollars and Zero Cents** Dollars  
(\$ 23,500.00 )

**Term:** Agreement shall commence on **April 1, 2024** and shall terminate on  
**March 31, 2029** unless the Contract is terminated earlier.

---

I understand and agree to the terms set forth above and those contained in the NASPO lease Terms and Conditions which is attached hereto as Exhibit C and incorporated herein by this reference.

**VENDOR:**

**COUNTY:**

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

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

Name: **Roger Donahue**

Title: GFS New Business Operations Manager

Date Signed:

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, Attorney  
County Counsel's Office



1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard for SendPro P2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

### Your Payment Plan

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 385.38	\$ 1,156.14

*\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at [https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page\\_ref=contractors](https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors). Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 7-22-70-50-03  
State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Sales Information**

Penny Vanderlaan	penny.vanderlaan@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**OPTION C – NASPO VALUEPOINT FAIR MARKET VALUE LEASE TERMS AND CONDITIONS**

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

**Monthly Rate Factors:**

<u>Term:</u>	<u>Lease Rate:</u>
<b>24</b>	<b>.0466</b>
<b>36</b>	<b>.0329</b>
<b>48</b>	<b>.0261</b>
<b>60</b>	<b>.0221</b>

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

**LEASE TERMS****1. Lease of Equipment; Provider of Leasing Services**

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“**PBGFS**”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or

(ii) termination under Section 8 or 9 below (the “**Lease Term**”). For a New Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term.

## **2. Payment Terms**

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

## **3. End of Lease Options**

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don’t do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless prohibited by law. You may choose to cancel the automatic extensions at any time by giving us 120 days’ written notice by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

## **4. WARRANTY AND LIMITATION OF LIABILITY**

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN’T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.**

## **5. Equipment Obligations**

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

## **6. Risk of Loss**

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of delivery (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (“**Loss**”).

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (“**Insurance**”).

## 7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

(d) All applicable taxes required to be collected by us will be shown on the invoice.

## 8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

## 9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

## GENERAL TERMS

### 10. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html)<http://www.pitneybowes.com/us/di2000-terms.html>.

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service (“**Service**”) we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.

(c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. **“Excluded Circumstance”** is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn’t cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items (**“Consumable Supplies”**).

(g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

## 11. Limitation of Liability

**OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.**

## 12. Default and Remedies

(a) If you don’t make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
- (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- (v) if you don’t return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
- (vi) charge you a late charge, as allowed by law, for each month that your payment is late;

- (vii) charge you a check return fee for payments made by you with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

### **13. Taxes**

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

### **14. Embedded Software; Applications**

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

### **15. Internet Access Point**

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

### **16. Security Interest**

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

### **17. Analog Connectivity**

**IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

### **18. Miscellaneous**

- (a) We will use your information in accordance with our [Privacy Statement](#).
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of California.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, these Terms shall prevail.

## SERVICE LEVEL AGREEMENT

### 19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

### 20. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "**Service Term**"). You are also entitled to:
  - (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and
  - (y) two preventative maintenance service calls per

calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

## 21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

## 22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

### **23. Service Changes**

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case").

### **24. Additional Service Terms**

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

## **EQUIPMENT RENTAL AND METER SERVICES TERMS**

### **25. Equipment Rental and Meter Services**

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, unless prohibited by law, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' prior written notice, to the address in Section 21 or by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

### **26. Postage**

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

## **27. Meter Repair or Replacement; Meter Care and Risk of Loss**

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

## **28. Terms of Use of Meter; Federal Regulations**

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) **USPS Privacy Act Statement:** Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

## 29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

## 30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

## 31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

## USPS ACKNOWLEDGEMENT OF DEPOSIT

### 32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## PURCHASE POWER TERMS

### 33. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "**Program**"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the "**Account**") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the

corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

## **PRODUCT SPECIFIC TERMS**

### **34. Software**

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html)<http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

### **35. DI2000 Inserting System Terms**

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html)<http://www.pitneybowes.com/us/di2000-terms.html> and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

### **36. PBBackup and PC-Backup Service Terms**

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

### **37. Pitney Bowes Intelligent Locker Solutions**

You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

**38. AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

**39. DM Infinity**

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Plumas County Department of Social Services

Pitney Bowes Global Financial Services LLC

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

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

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

Name: Salvatore Polletta

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

Title: Director, Credit & New Business

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

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



PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM

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

**FROM:** Christopher Driscoll, Deputy Sheriff

**MEETING DATE:** March 19, 2024

**SUBJECT:** (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed \$41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

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**Recommendation:**

(a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed \$41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

**Background and Discussion:**

The items are being purchased using funds from the Homeland Security Grant 2021. The funds are being moved to balance the grant due to a change in the modification of the scope of the project.

**Action:**

(a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of 6 new mobile radios using the 2021 Homeland Security Grant; total not to exceed \$41,841.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to fixed asset accounts within the department #70344 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

**Fiscal Impact:**

No general fund impact.

**Attachments:**

1. 3468\_001



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) TRANSFER TO BALANCE BUDGET WITH GRANT AWARD AND DIFFERENT PROJECT SCOPE

B) ANTICIPATED EXPENSES CHANGED WITH GRANT MODIFICATION

C) EXPENSES TO BE INCURRED IN FY 23/24

D) N/A

Approved by Department Signing Authority:

Roni D Jowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Marta Hahn

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.



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

ORIGINAL INVOICE			
<b>Transaction Number</b> 8281801877		<b>Transaction Date</b> 13-JAN-2024	
<b>Transaction Total</b> 41,840.77 USD			
<b>P.O. Number</b> 2021-SHSG-1		<b>P.O. Date</b> 03-OCT-2023	<b>Customer Account No</b> 1011250339
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 12-FEB-2024
<b>Bill To Address</b> PLUMAS COUNTY SHERIFF'S OFFICE ATTN: Accounts Payable 1400 E MAIN ST QUINCY CA 95971 United States		<b>Ship To Address</b> PLUMAS COUNTY SHERIFF'S OFFICE 1400 E MAIN ST QUINCY CA 95971 United States	

2021 HSGP  
 Project 2  
 70344-542200

**IMPORTANT INFORMATION**  
**Ultimate Destination**  
 United States

**Freight Terms:** FREIGHT  
 PREPAID  
**Inco Term:** CPT  
 NEAREST PORT OF IMPORT

**Sales Order(s):** 3203123548  
**Delivery Number(s):** 9110645509

**For all invoice payment inquiries contact**  
 AccountsReceivable@motorolasolutions.com  
 Telephone: 800-247-2346  
 Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS**

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE SO Line #: 1.1 Ship Date: 12-JAN-2024 SERIAL NUMBERS 681CAB0736 681CAB0737 681CAB0738 681CAB0739 681CAB0740 681CAB0741	6	5,069.18	30,415.08
1.1	LSV01S00131A	G78AT - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 13-JAN-2024 Service To: 12-JAN-2027	6	288.00	1,728.00
1.2	GA01806AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	6	0.00	0.00
1.3	G89AC	ADD: NO RF ANTENNA NEEDED	6	0.00	0.00
1.4	GA05509AA	DEL: DELETE UHF BAND	6	(584.00)	(3,504.00)

Please detach here and return the bottom portion with your payment

Payment Coupon

<b>Transaction Number</b> 8281801877	<b>Customer Account No</b> 1011250339	<b>Payment Due Date</b> 12-FEB-2024	<b>Transaction Total</b> 41,840.77 USD	<b>Amount Paid</b>
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

PLUMAS COUNTY SHERIFF'S OFFICE  
 ATTN: Accounts Payable  
 1400 E MAIN ST  
 QUINCY CA 95971  
 United States

**Payment Transfer Details**

Bank of America, Dallas  
 WIRE Routing Transit Number: 026009593  
 ACH/EFT Routing Transit Number: 111000012  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319806

**Send Payments To:**



Motorola Solutions, Inc.  
 13108 Collections Center  
 Chicago IL 60693  
 United States  
 Please provide your remittance details to:  
 US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 8281801877	<b>Transaction Date</b> 13-JAN-2024	<b>Transaction Total</b> <b>41,840.77 USD</b>	
<b>P.O. Number</b> 2021-SHSG-1		<b>P.O. Date</b> 03-OCT-2023	<b>Customer Account No</b> 1011250339
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 12-FEB-2024

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	GA05507AA	DEL: DELETE 7/800MHZ BAND	6	(584.00)	(3,504.00)
1.6	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	6	0.00	0.00
1.7	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	0.00	0.00
1.8	GA01670AA	ADD: APX E5 CONTROL HEAD	6	523.41	3,140.46
1.9	W22BA	ADD: STD PALM MICROPHONE APX	6	57.67	346.02
1.10	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6	413.91	2,483.46
1.11	W969BG	ADD: MULTIKEY OPERATION	6	264.99	1,589.94
1.12	G843AH	ADD: AES ENCRYPTION AND ADP	6	381.79	2,290.74
1.13	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	48.18	289.08
1.14	QA09113AB	ADD: BASELINE RELEASE SW	6	0.00	0.00
1.15	G48BB	ENH: CONVENTIONAL OPERATION APX	6	642.40	3,854.40
1.16	G78AT	ENH: 3 YEAR ESSENTIAL SVC	6	0.00	0.00
				<b>USD Subtotal</b>	<b>39,129.18</b>
				<b>USD Total Tax</b>	<b>2,711.59</b>
				<b>USD Total</b>	<b>41,840.77</b>
				<b>USD Amount Due</b>	<b>41,840.77</b>



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Christopher Driscoll, Deputy Sheriff  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish; effective February 1, 2024; not to exceed \$60,000 dollars; (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 Sheriff's Office and Hi Tech Frame & Finish; effective February 1, 2024; not to exceed \$60,000 dollars; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

**Background and Discussion:**

Hi Tech Frame & Finish is a local business that does auto body, paint and repair for Sheriff's Office vehicles.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish; effective February 1, 2024; not to exceed \$60,000 dollars; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact, as approved in FY23/24 budget.

**Attachments:**

1. 24-120 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 Sheriff's Office (hereinafter referred to as "County"), and Levi Pence, a sole proprietor, doing business as Hi Tech Frame & Finish, (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 Sixty Thousand Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from February 1, 2024 through January 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 31, 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.

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

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

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

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

Contractor:

Hi Tech Frame & Finish  
 1229 Industrial Way  
 Quincy, CA 95971  
 Attention: Levi Pence

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:**

Levi Pence, a sole-proprietor, doing business as Hi Tech Frame & Finish

By: \_\_\_\_\_  
Name: Levi Pence  
Title: Owner  
Date signed:

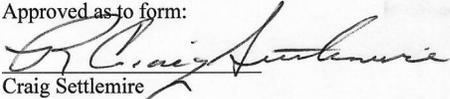
**COUNTY:**

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

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

**ATTEST:**

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

Approved as to form:  
  
Craig Settlemire  
Counsel

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
  - a. Body repair and refinishing of automobiles and light trucks.
  - b. Frame repairs of automobiles and light trucks.
  - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at the following per hour rates:

Body repair work	\$95.00
Painting	\$95.00
Frame repair work	\$110.00
Mechanical repair work	\$130.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$60.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** March 19, 2024

**SUBJECT:** Request to develop and implement a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer; General Fund Impact, discussion and possible action.

---

**Recommendation:**

Recommend Board of Supervisors support in developing and implementing a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer. General Fund Impact.

**Background and Discussion:**

Currently, the Plumas County Correctional Facility has eleven (11) vacant positions. In order to properly staff the facility, deputies are assigned to the facility to cover shifts. Additionally, the correctional facility has officers who have tested for the position of deputy sheriff and are waiting to attend an academy. In order to send the officers to an academy, we must have additional new correctional officers employed to cover the vacancies. In 2021, the State of California passed Assembly Bill No. 89. AB89 increased the minimum qualifying age from 18 to 21 years of age for specified peace officers and, starting in 2025, will require applicants to have a specified degree in a field related to law enforcement or military experience related to law enforcement.

For several years, the Plumas County Sheriff's Office has had limited ability to attract or retain qualified lateral applicants. The majority of our department are locals who have started in the correctional facility and transitioned to patrol as positions became available.

**Action:**

Recommend Board of Supervisors support in developing and implementing a hiring incentive agreement to attract and retain qualified candidates for the position of Correctional Officer. General Fund Impact, FY 24-25. Discussion and possible action.

**Fiscal Impact:**

General Fund Impact, FY 24-25

**Attachments:**

1. Sheriff Request, Hiring Incentive
2. Sonoma Co. Incentive Agreement, (Example)



# OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

**Todd Johns**  
SHERIFF/CORONER

March 8, 2024

TO: Plumas County Board of Supervisors  
FROM: Sheriff Todd Johns  
RE: Hiring Incentive Agreement.

The Plumas County Sheriff's Office is requesting Plumas County Board of Supervisors support in development and implementation of the Hiring Incentive Agreement to attract and retain qualified candidates for the position of Correctional Officer.

Currently, the Plumas County Correctional Facility has eleven, (11) vacant positions. In order to properly staff the facility, deputies are assigned to the facility to cover shifts. Additionally, the correctional facility has officers who have tested for the position of deputy sheriff and are waiting to attend an academy. In order to send the officers to an academy, we must have additional new correctional officers employed to cover the vacancies.

In 2021 the State of California passed Assembly Bill No. 89. AB89 increased the minimum qualifying age from 18 to 21 years of age for specified peace officers and starting in 2025, will require applicants to have a specified degree in a field related to law enforcement or military experience related to law enforcement.

For several years, the Plumas County Sheriff's Office has had limited ability to attract or retain qualified lateral applicants. The majority of our department are locals who have started in the correctional facility and transitioned to patrol as positions became available.

Our intention is to attract and retain qualified applicants for the position of correctional officers by offering a hiring incentive. The hiring incentive would be \$10,000.00 paid over a two-year period. The initial \$2500.00 would be paid upon a completion of a successful background and being hired. The second \$2500.00 would be paid upon

completion of CORE academy. The remaining \$5,000.00 would be paid on the completion of the applicant's two-year anniversary.

With the hiring incentive, the applicant will be required to sign an agreement stipulating the requirements to receive the full payment; or repaying the hiring incentive for failure to meet the applicant's employment requirements. This would be supported by a signed agreement by the applicant upon being hired, prior to the initial incentive payment being made by the County.

Current employees or employees who have been employed by Plumas County Sheriff's Office in the past three years would not be eligible for the incentive.

The Board of Supervisors support of the Hiring Incentive Agreement would be a funded through the general fund.

Respectfully submitted,

Todd Johns,  
Sheriff  
Plumas County Sheriff's Office

**SHERIFF'S OFFICE HIRING INCENTIVE SIGNING BONUS AGREEMENT  
FOR  
CORRECTIONAL DEPUTY I**

This Hiring Incentive Agreement ("Agreement") is made between the COUNTY OF SONOMA ("County"), acting through the Sonoma County Sheriff's Office, and **NAME** ("Employee"), in accordance with the Sheriff's Office Hiring Incentive Pilot Program.

WHEREAS, Employee begins employment as a newly hired Correctional Deputy I, employee in the Sonoma County Sheriff's Office ("Sheriff's Office") who meets the County requirements of that job position;

WHEREAS, the County wishes to bestow upon Employee a signing bonus ("signing bonus") to accept employment at County and remain satisfactorily employed in the Sheriff's Office as a Correctional Deputy I, for at least three full years;

WHEREFORE, County and Employee agree to the following terms:

1. The Sheriff's Office agrees to bestow upon Employee the amount of \$25,000 as a signing bonus following Employee's acceptance of the County's offer of employment, and execution of this Agreement, and commencement of employment. This amount shall be paid directly to Employee on Employee's paycheck as follows:

- One-third (1/3), \$8,333.33 paid in Employee's first payroll check upon hire; and
- One-third (1/3), \$8,333.33, paid in Employee's payroll check for the first full pay period following successful completion of the one-year probationary period; and
- One-third (1/3), \$8,333.33, paid in Employee's payroll check for the first full pay period following the successful completion of the third year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's Form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases.

3. Employee understands that satisfactory performance and all required training, probationary, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.

4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the Sheriff's Office as a Correctional Deputy I on an allocated full-time basis for at least three full years beginning on DATE, and ending on DATE. Should Employee voluntarily fail to remain employed with the Sheriff's Office as a Correctional Deputy I, before the above-referenced ending date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year (365

days) (without reduction for any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1.

5. Employee's voluntary failure to remain employed by the Sheriff's Office as a Correctional Deputy I, for three years, or the termination of Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger Employee's duty to repay the amount of the signing bonus pursuant to Article 5 of this Agreement and shall result in a forfeiture of the right to receive the remainder of any future installment payments provided in Article 1. (This amount may be more than the Employee received due to tax or other withholdings.) Employee agrees to repay the County all sums owed under Article 4 of this Agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Sonoma" and delivered to the County's Human Resources Department at 575 Administration Drive, Room 116 B, Santa Rosa, CA 95403.

6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including, but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.

7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees Employee any right to continued employment. Employee understands that as a Sheriff's Office employee, Employee is bound by all County rules and procedures, Sonoma County Law Enforcement Association (SCLEA) Memorandum of Understanding (MOU), and Sheriff's Office Policy and Procedures that relate to Sheriff's Office personnel, which are in effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and MOUs, in addition to any applicable legal statutes or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the Sheriff to invoke disciplinary actions against the Employee.

8. Employee acknowledges that he/she: a) has fully read this Agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.

9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.

10. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the state of California and is enforceable in the jurisdiction of Sonoma County.

BY SIGNING BELOW, Employee knowingly and willingly agrees to be bound by the above terms and conditions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate or Employee Signature



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Mike Grant, Deputy Sheriff II - Communication Coordinator  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Approve and authorize Chair to sign a lease agreement between Plumas County Sheriff and Alltel Corp, dba Verizon Wireless; effective March 19, 2024; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

Approve and authorize Chair to sign a lease agreement between Plumas County Sheriff and Alltel Corp, dba Verizon Wireless; effective March 19, 2024); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

Verizon Wireless has been operating a temporary cell tower on Radio Hill in Quincy since the Dixie Fire. This lease will allow Verizon Wireless to transition to a permanent cellular system by leasing space at the county-owned facility at the site. The permanent installation will provide a significant coverage area increase and allow for much more bandwidth, which will provide better options for citizens' internet needs.

In addition to the lease, Verizon Wireless will be replacing the HVAC systems at the facility at no cost to the County and will also take over the power needs for the same. Last, Verizon Wireless will provide a generator platform for the County to install backup power that will provide County owned equipment with standby power. Verizon Wireless will compensate the County at \$3,259.00 per month with a 3% increase each year. Any significant changes to the leased use, will require a change in monthly fees.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Sheriff and Alltel Wireless, dab Verizon Wireless; effective (march 19, 2024; approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

Addition of \$3,259.00 per month in rent for the first year and deferment of approximately \$750 in power costs per month.

**Attachments:**

1. 21-477 MOL FINAL
2. 21-477 FINAL

RECORDING REQUESTED BY:  
Alltel Corporation d/b/a Verizon Wireless

WHEN RECORDED MAIL TO:  
Tock & Corl PLLC – Attn: Susan Ward  
17502 Marine Drive  
Stanwood, WA 98292  
**Site Name: RADIO HILL**

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The term of this Agreement does not exceed 35 years.

**TITLE(S)**

**Memorandum of Lease Agreement**

MEMORANDUM OF OPTION AND TOWER AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND TOWER AND GROUND LEASE AGREEMENT evidences that an Option and Tower and Ground Lease Agreement (“Agreement”) was entered into as of \_\_\_\_\_, 202\_\_, by and between the County of Plumas, a political subdivision of the State of California (“Lessor”), and Alltel Corporation d/b/a Verizon Wireless (“Lessee”), for certain real property located at 677 Radio Hill Road, Quincy, County of Plumas, State of California 95971, within the property of Lessor which is described in Exhibit “A” attached hereto (“Legal Description”), together with a right of access and to install and maintain utilities, for a term of twenty (20) years commencing as provided for in the Agreement.

**Documentary Transfer Tax = \$0; This conveyance is to secure a debt, R&T 11921**

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IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Option and Building and Rooftop Lease Agreement as of the day and year last below written.

**LESSOR:**

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

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

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

**LESSEE:**

Alltel Corporation d/b/a Verizon Wireless

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

Name:

Title:

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

Exhibit "A" – Legal Description

**LESSOR ACKNOWLEDGMENT** (County of Plumas, a political subdivision of the State of California)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California     )  
County of Plumas     ) ss.

On \_\_\_\_\_ before me, ALLEN HISKEY, Clerk of the Board of Supervisors of the County of Plumas, State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

ALLEN HISKEY, Clerk of the Board of Supervisors of the County of Plumas, State of California.

By \_\_\_\_\_ Deputy

[ S E A L ]

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1189



**LESSEE ACKNOWLEDGMENT (Alltel Corporation d/b/a Verizon Wireless)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

*Place Notary Seal Above*

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 005-300-015**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF PLUMAS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a point from which the corner common to Sections 13 and 24, Township 24 North, Range 9 East, and Sections 18 and 19, Township 24 North, Range 10 East, M.D.B.&M., bears S 69° 01' E, 4070.34 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet; thence South 208.71 feet to the point of beginning.

## OPTION AND TOWER AND GROUND LEASE AGREEMENT

This Option and Tower and Ground Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the County of Plumas, a political subdivision of the State of California, with its principal offices located at 1400 E. Main Street, Quincy, California 95971, hereinafter designated LESSOR, and Alltel Corporation d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower," located at 677 Radio Hill Road, Quincy, County of Plumas, State of California 95971 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with approximately 81 square feet of space within LESSOR's existing equipment shelter (the "Shelter Space") sufficient for the installation of LESSEE's equipment, together with approximately 260 square feet of space for a generator and related appurtenances (the "Generator Space"). The Tower Space, Shelter Space, and Generator Space are more fully described in Exhibit "B," attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises."

NOW THEREFORE, in consideration of the sum of \$1,000.00 ("1<sup>st</sup> Option Payment"), as set forth in Schedule "1" attached hereto, to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within ninety (90) days of execution of this Agreement.

The option may be exercised at any time on or prior to 12 months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of 12 months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of \$1,000.00 ("2<sup>nd</sup> Option Payment"), as set forth in Schedule "1", to LESSOR within ninety (90) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the

Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect.

### **TOWER AND GROUND LEASE AGREEMENT**

This Tower and Ground Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the County of Plumas, a political subdivision of the State of California, with its principal offices located at 1400 E. Main Street, Quincy, California 95971, hereinafter designated LESSOR, and Alltel Corporation d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby leases to the LESSEE a portion of that certain space (“the Tower Space”) on the LESSOR's tower, hereinafter referred to as the “Tower,” located at 677 Radio Hill Road, Quincy, County of Plumas, State of California 95971 (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with approximately 81 square feet of space within LESSOR's existing equipment shelter (the “Shelter Space”) sufficient for the installation of LESSEE's equipment, together with approximately 260 square feet of ground space for a generator and related appurtenances (the “Generator Space”). The Tower Space, Shelter Space, and Generator Space are more fully described in Exhibit “B,” attached hereto and made a part hereof and are collectively referred to hereinafter as the “Premises.”.

2. TERM. This Agreement shall be effective as of the date of execution by both Parties (“Effective Date”). The term of the Agreement shall be as set forth in Schedule 1 attached hereto (the “Term”).

3. INTENTIONALLY OMITTED.

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental as set forth in Schedule “1” attached hereto, payable in advance to LESSOR at 1400 E. Main Street, Quincy, California 95971, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 20 below. During the Term, rental payments shall escalate on the annual anniversary of the Commencement Date as set forth in Schedule “1”. LESSOR and LESSEE acknowledge and agree that the initial rental payment(s) may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property and adjacent parcels to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along several rights-of-way over the Property owned by LESSOR and adjacent parcels from which LESSOR has obtained access rights ("LESSOR Rights of Way") (collectively "Rights of Way" unless otherwise stated), as depicted on Exhibit "B" attached hereto and made a part hereof. LESSEE may use the Rights of Way for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. LESSEE shall have a non-exclusive license to use the existing ice bridge depicted on Exhibit "B" for the operation of LESSEE's communications equipment together with non-exclusive rights of ingress and egress thereto including for adequate maintenance and repair to LESSEE's wires, cables, conduits and related appurtenances; provided, LESSEE shall coordinate any access to the existing ice bridge with LESSOR in advance; and provided further, in the event that LESSOR decides in its discretion to relocate or remove the existing ice bridge at any time during the Term, LESSEE shall have the right to install, operate and maintain its own wires, cables, conduits and related appurtenances from the Shelter Space to the Tower Space during the Term. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

In conjunction with LESSEE's or the utility service provider's right to install and maintain utility wires, poles, cables, conduits and pipes as provided in the Agreement including this Paragraph 5 and in accordance with the laws of the state of California, LESSOR grants the right for any utility services supplier to trim, cut down, and clear away or otherwise control any trees or brush within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities. In addition, LESSOR shall not erect or construct any building or other structure or drill or operate any well under or within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and fifteen feet (15') on each side of the centerline of any service supplier's overhead utility facilities.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Except as otherwise expressly provided in this Paragraph 7, LESSEE shall have the right without

LESSOR consent to replace, repair or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Following completion of the initial installation and commencement of operation of LESSEE's communications equipment and other improvements at the Property, LESSEE shall thereafter be required to obtain LESSOR consent in the event of: (i) an increase in the size of LESSEE's Premises; (ii) except for necessary repairs in LESSEE's reasonable determination, any future ground disturbance at the Property by LESSEE to the extent directly attributable to the use and operation of LESSEE's communications equipment; or (iii) any proposed structural modifications by LESSEE on the Tower that would exceed 10% of the total and overall structural weight and integrity of LESSEE's initial communications equipment on the Tower. LESSOR shall respond in writing to any LESSEE consent request within thirty (30) days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is materially increasing its Premises, in which case, any rent increase shall be proportionate to the additional space included in the Premises.

LESSEE and LESSOR understand and agree that the installation and operation of the communications equipment and use of the Tower shall be subject to the full and complete Structural Analysis – Report No. 2024-8426 dated February 21, 2024, prepared by Platinum Engineering Solutions, Inc., consisting of 70 pages. For convenience, a portion of the aforementioned report is attached hereto as Exhibit "C".

8. GOVERNMENT APPROVALS. LESSEE's use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the use of the Premises is obsolete or unnecessary; (vi) with 3 months' prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding any provision to the contrary in this Agreement, LESSOR may terminate the

Agreement upon 3 months' prior written notice to LESSEE in the event that LESSEE expressly violates the material terms and conditions of this Agreement and fails to remedy such violation within the time period set forth in Paragraph 22 below.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the indemnity provided to LESSEE herein shall include any claims by any parcel owner that LESSEE is overburdening the Rights of Way for access or LESSEE'S use is exceeding the grant of the LESSOR Rights of Way over any adjacent parcels through LESSEE's normal course of the construction and maintenance of its communications equipment on the Premises, as permitted under the Agreement. Any indemnification of claims that LESSEE is overburdening the Rights of Way shall only apply to easements granted over parcels APN 116-090-028, 116-090-030, 005-300-021, 116-290-032, and 116-290-048.

11. INSURANCE. LESSOR and LESSEE agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability on an occurrence form in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury and property damage. Each party shall be included as an additional insured on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 621-2622 or to LESSOR at (530) 283-6375, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month-to-month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that

LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by 5 business days following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Plumas  
1400 E. Main Street  
Quincy, California 95971  
Attention: Mike Grant

LESSEE: Alltel Corporation d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
With a copy to:

Basking Ridge Mail Hub  
Attention: Legal Intake  
One Verizon Way  
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do

not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's use, rent shall abate until LESSEE'S use is restored. If LESSEE's use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 28, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement is confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Notwithstanding any provision to the contrary to this Agreement including Paragraph 29 hereof, LESSEE acknowledges that LESSOR is a public entity subject to certain public disclosure requirements pursuant to applicable Laws, LESSOR's non-disclosure and confidentiality obligations under this Agreement shall be subject in all respects to compliance with applicable Laws, and LESSOR may disclose any information or record pertaining to this Agreement to the extent required by applicable Laws. LESSEE shall have the right at its sole cost and expense, at no cost to LESSOR, to pursue any available remedies in a court of competent jurisdiction to satisfy LESSEE's non-disclosure and confidentiality requirements.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

*Remainder of page left intentionally blank.*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: 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: \_\_\_\_\_

LESSEE: Alltel Corporation d/b/a Verizon Wireless

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

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

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

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



**SCHEDULE 1**  
**BUSINESS TERMS**

1 <sup>st</sup> Option Payment:	\$1,000.00
2 <sup>nd</sup> Option Payment:	\$1,000.00
Commencement Date:	Upon notice of exercise of Option
Rental:	\$3,259.00
Term:	20 years
Term Extension(s):	None
Escalation:	103% annually

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

**For APN/Parcel ID(s): 005-300-015**

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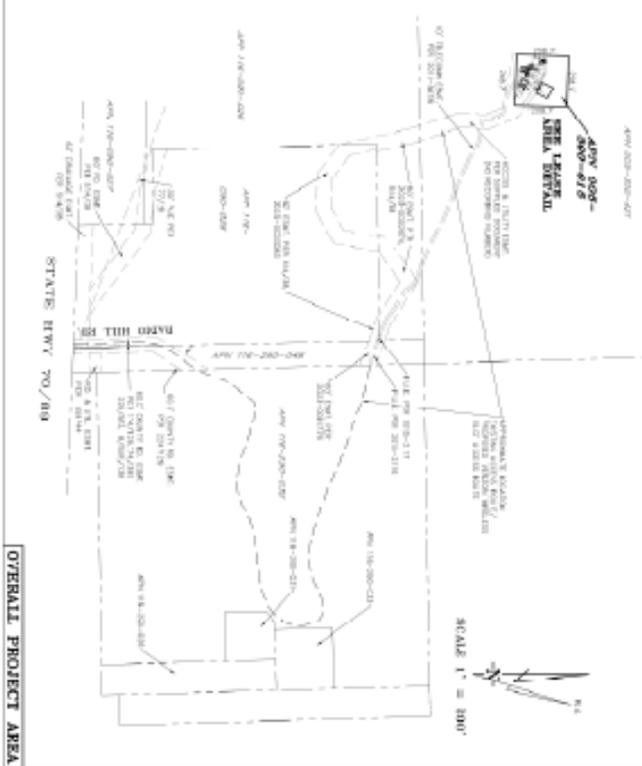
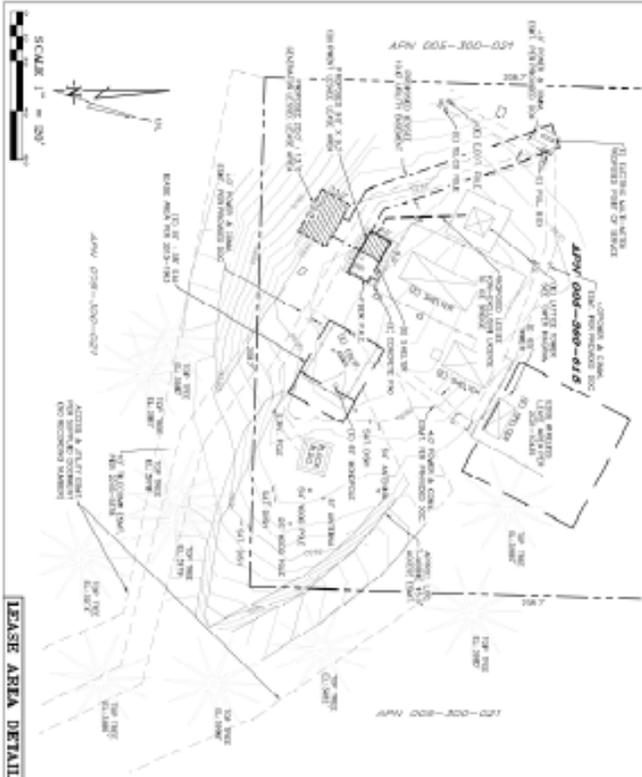
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF PLUMAS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Beginning at a point from which the corner common to Sections 13 and 24, Township 24 North, Range 9 East, and Sections 18 and 19, Township 24 North, Range 10 East, M.D.B.&M., bears S 69° 01' E, 4070.34 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet; thence South 208.71 feet to the point of beginning.

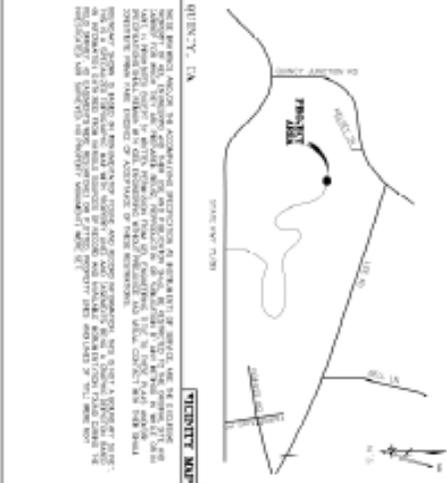
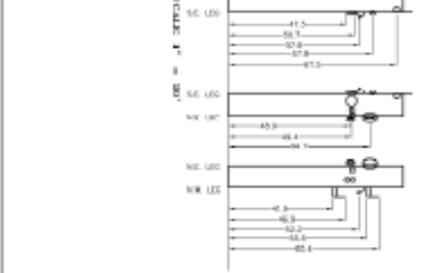
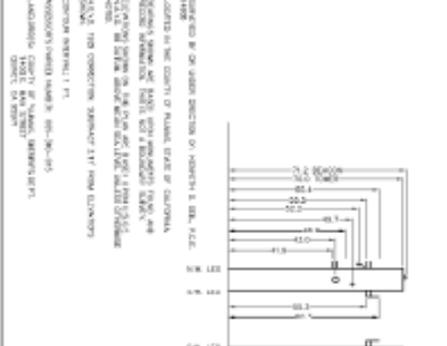
**EXHIBIT "B"**  
**DESCRIPTION OF THE PREMISES AND RIGHTS OF WAY**

*Any references to "Verizon Wireless" in the exhibits shall refer to LESSEE herein.*

*(See Attached – 1 page)*



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. NO PART OF THESE PLANS AND SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. ANY VIOLATION OF THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ENGINEER AND ARCHITECT. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS AND SPECIFICATIONS. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS AND SPECIFICATIONS. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS AND SPECIFICATIONS.



01-11-21	Preliminary Drawing
01-12-22	Final Drawing
01-13-23	Final Drawing
01-14-24	Final Drawing
01-15-25	Final Drawing
01-16-26	Final Drawing
01-17-27	Final Drawing
01-18-28	Final Drawing
01-19-29	Final Drawing
01-20-30	Final Drawing
01-21-31	Final Drawing
01-22-32	Final Drawing
01-23-33	Final Drawing
01-24-34	Final Drawing
01-25-35	Final Drawing
01-26-36	Final Drawing
01-27-37	Final Drawing
01-28-38	Final Drawing
01-29-39	Final Drawing
01-30-40	Final Drawing

**RADIO HILL**  
 677 Radio Hill Road  
 Quincy, CA 96071

**PLOT PLAN AND**  
**SIZE SURVEY MAPS**



DATE	APPROVED	DATE
CELL ENGINEERING	APPROVED	
PROJECT MANAGER	APPROVED	
PROJECT SUPERVISOR	APPROVED	
PROJECT ENGINEER	APPROVED	
PROJECT ARCHITECT	APPROVED	
PROJECT SURVEYOR	APPROVED	

C-1

**EXHIBIT "C"**  
**STRUCTURAL ANALYSIS – REPORT NO. 2024-8426, PREPARED BY PLATINUM ENGINEERING  
SOLUTIONS, INC.**

*Any references to “Verizon” or “Verizon Wireless” in the exhibit shall refer to LESSEE herein.*

*(See Attached – 7 pages)*



**PLATINUM**

**Engineering Solutions, Inc.**

*Structural • Tower Engineering • Geotechnical*

**STRUCTURAL ANALYSIS**

*For:*

**70 FT SS TOWER**

**{Rev A}**

*Prepared By:*

**Jesus Torres Marquez, EIT**

*Checked By:*

**Naser Salem, PE., SE**

**Report No. 2024-8426**

**February 21, 2024**



*Site Name:*

**Radio Hill  
677 Radio Hill Road  
Quincy, CA 95971**

Serving California, Nevada, Arizona, Washington, New Mexico, Florida, Texas and Oregon  
10648 N. Hwy 41 • Madera CA 93638 • (559) 439-0500 • Fax: (559) 433-6433

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Rev.	Date	Description
A	02/21/24	10% Future Load Added

A. AUTHORIZATION/PURPOSE ..... 2

B. HISTORY ..... 2

C. ASSUMPTIONS ..... 2

D. CONDITIONS INVESTIGATED ..... 3

E. LOADS AND STRESSES ..... 4

F. METHOD OF ANALYSIS ..... 4

G. RESULTS ..... 4

H. CONCLUSIONS AND RECOMMENDATIONS ..... 5

I. PROVISIONS OF ANALYSIS ..... 6

APPENDIX

STRUCTURAL ANALYSIS ..... A

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Rev.	Date	Description
A	02/21/24	10% Future Load Added

A. AUTHORIZATION/PURPOSE

As authorized by Kevin R. Sorensen, SE, from Streamline Engineering & Design, Inc., a structural analysis was performed to investigate the adequacy of adding specific equipment to an existing tower, located at 677 Radio Hill Road, Quincy, CA 95971.

B. HISTORY

1. Platinum Engineering Solutions, Inc. had received the site description, existing and proposed loading package from Kevin R. Sorensen, SE, from Streamline Engineering & Design Inc., in the form of an email on January 24, 2023.
2. Platinum Engineering Solutions Inc. visited the site and performed a mapping on February 10, 2023, took pictures and the following measurements necessary with standard tapes, laser, rebar scanner, concrete and steel tester.
  - a. Structural map of foundation and tower
  - b. Member section dimensions and connections

C. ASSUMPTIONS

1. Platinum Engineering Solutions Inc. utilized the information that was obtained from the customer along with the site mapping information for the proposed loading.
2. Site was constructed using industry standard procedures and is regularly serviced for normal telecommunication facility maintenance such as weatherproofing, live growth abatement, drainage, ground wire paths and bolts have appropriate installation torque.
3. All mounting and screen wall members are in good condition.
4. All welded joints are properly checked for cracks, rusts or any signs of failure.

Rev.	Date	Description
A	02/21/24	10% Future Load Added

**D. CONDITIONS INVESTIGATED**

The analysis was performed for the antenna mount supporting the following equipment:

No.	Status	Carrier	Ant. Description	Count	Elev.	AZ	Line	
1	EXISTING	-	4 FT LIGHTING ROD	1	70'-0"	-	(1) 1/2"	
2	EXISTING	-	BEACON LIGHTS	2	70'-0"	-	-	
3	PROPOSED	VERIZON	ERICSSON AIR 6449	3	68'-7"	-	<b>(4) 12X24 HYBRID CABLES</b>	
4	PROPOSED	VERIZON	COMMSCOPE NHH-45C-R2B	2	66'-0"	-		
5	PROPOSED	VERIZON	COMMSCOPE NHH-65C-R2B	4	66'-0"	-		
6	PROPOSED	VERIZON	ERICSSON RADIO 4449	3	66'-0"	-		
7	PROPOSED	VERIZON	ERICSSON RADIO 8843	3	66'-0"	-		
8	PROPOSED	VERIZON	RAYCAP RVZDC-6627-PF-48	2	66'-0"	-		
9	PROPOSED	VERIZON	V-FRAME SITEPROI PT#VFA8-HD	3	66'-0"	-		
10	FUTURE	VERIZON	ADDITIONAL 10% FUTURE LOAD FOR VERIZON'S CURRENT LOAD	-	66'-0"	-		
11	EXISTING	-	3 FT MW W/ ODU	1	66'-0"	-		(1) 3/8"
12	EXISTING	-	3FT MW W/ ODU	1	58'-0"	-		(1) 3/8"
13	EXISTING	-	6 FT HP W/ ODU	1	56'-0"	-	(1) 1/2"	
14	EXISTING	-	6 FT OMNI	2	55'-0"	-	(2) 3/8"	
15	EXISTING	-	2 FT HP	2	51'-0"	-	(2) 3/8"	
16	EXISTING	-	UISP AIRFIBER AF-24H	2	51'-0"	-	(2) 1/4"	
17	EXISTING	-	CAMERA	2	50'-0"	-	(2) 1/4"	
18	EXISTING	-	2 FT FLAT PANEL	2	49'-0"	-	(2) 1/4"	
19	EXISTING	-	1FT MW	1	49'-0"	-	(1) 1/2"	
20	EXISTING	-	4 FT HP W/ ODU	1	48'-0"	-	(1) 3/8"	
21	EXISTING	-	UISP AIRFIBER AF-24H	1	48'-0"	-	(1) 1/4"	
22	EXISTING	-	1 FT MW	1	48'-0"	-	(1) 1/2"	
23	EXISTING	-	UISP AIRFIBER AF-24H	2	48'-0"	-	(2) 1/4"	
24	EXISTING	-	2 FT HP	1	48'-0"	-	(1) 1/4"	
25	EXISTING	-	2 FT FLAT PANEL	3	48'-0"	-	(3) 1/4"	
26	EXISTING	-	1 FT MW	1	46'-0"	-	(1) 1/2"	
27	EXISTING	-	3 FT MW W/ ODU	1	43'-0"	-	(1) 3/8"	
28	EXISTING	-	6 FT ONMI	1	43'-0"	-	(1) 1/4"	

Rev.	Date	Description
A	02/21/24	10% Future Load Added

**E. LOADS AND STRESSES**

The analysis was performed using the design 3-second wind speed of 95 mph with 0.5" ice and seismic design category D, Response Spectral Acc. (0.2 sec) Ss of 102.2%g seismic loading. This load was calculated and applied in accordance with the provisions of the 2019 California Building Code, the ANSI/TIA/EIA Standard 222-H, Structural Standards for Steel Antenna Towers and Antenna Supporting Structures, and ASCE 7-16 wind and seismic requirements. Allowable unit stresses and minimum safety factors used to evaluate the adequacy of the structure were also in accordance with this ANSI/TIA/EIA Standard and The American Institute of Steel Construction Thirteenth Edition Manual.

**F. METHOD OF ANALYSIS**

The analysis was performed using RISA-3D analysis program, a computer operation that idealizes the structure as a continuous beam-column on non-linear, elastic supports (guys) subject to simultaneous transverse (wind) and axial (dead, ice and vertical components of guy tensions) loads. Platinum Engineering Solutions, Inc. used also an Excel Spreadsheet Program that was design to analyze such towers by Platinum Engineers. It analyzes the section flanges as well as the section welds.

**G. RESULTS**

The results of the analysis show no overstresses in tower.

No.	Label	Member	Stress	Section	Status
1	LEG	P4x0.237	55.7%	20-0'	PASSING
2	TOP GIRT	2L1-3/4X1-3/4X1/8"	0.8%	70-60'	PASSING
3	DIAGONAL	P1.25X0.14	85.2%	20-0'	PASSING
4	SECOND HORIZONTAL	2L1-3/4X1-3/4X1/8"	5.9%	20-0'	PASSING
5	BOLTS	(4) 1" DIA. BOLTS	22.7%	0'	PASSING

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Rev.	Date	Description
A	02/21/24	10% Future Load Added

#### H. CONCLUSIONS AND RECOMMENDATIONS

Based on the preceding results, the following conclusions may be drawn:

1. The tower with specified equipment are adequate to retain the 3-second wind speed of 95 mph with 0.5" ice and Response Spectral Acc. (0.2 sec) Ss of 102.2%g seismic loading. This load is in accordance with the 2019 CBC, the ANSI/TIA/EIA Standard 222-H, and ASCE 7-16 wind and seismic requirements.
2. The tower is **85.2 percent** stressed; more antennas can be added in the future.
3. Always consult the tower engineer before adding any more antennas.
4. Structural Analysis includes an additional 10% future load of Verizon's current load.

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Rev.	Date	Description
A	02/21/24	10% Future Load Added

## I. PROVISIONS OF ANALYSIS

The analysis performed and the conclusions contained herein are based on the assumption that the tower had been properly built per the original drawings and maintained per the current code. And there are no significant deterioration or damage to any component.

Furthermore, the information and conclusions contained in this Report were determined by application of the current "state-of-the-art" engineering and analysis procedures and formulae, and Platinum Engineering Solutions, Inc. assumes no obligations to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will Platinum Engineering Solutions, Inc. have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of Platinum Engineering Solutions, Inc. if any, pursuant to this Report shall be limited to the total funds actually received by Platinum Engineering Solutions, Inc. for preparation of this Report.

Customer has requested Platinum Engineering Solutions, Inc. to prepare and submit to Customer an engineering analysis with respect to the Subject Structure and has further requested Platinum Engineering Solutions, Inc. to make appropriate recommendations regarding suggested structural modifications and changes to the Subject Structure. In making such request of Platinum Engineering Solutions, Inc. Customer has informed Platinum Engineering Solutions, Inc. that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by Platinum Engineering Solutions, Inc. and that Customer will have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice.

Customer hereby agrees and acknowledges that Platinum Engineering Solutions, Inc. shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Platinum Engineering Solutions, Inc. in connection with the implementation of any structural changes or modifications recommended by Platinum Engineering Solutions, Inc. including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that Platinum Engineering Solutions, Inc. shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor.



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** CGL to provide an update on the New Jail and Day Reporting Center progress during construction.

---

**Recommendation:**

N/A

**Background and Discussion:**

The new Plumas County Jail and Day Reporting Center has been under construction in a joint venture by Clark, Sullivan Broward for close to two years now. CGL is the project manager on this Design Build Construction project. Paul Vlnar, Associate Planner of CGL will give an update on construction progress.

**Action:**

CGL to provide an update on the New Jail and Day Reporting Center progress during construction

**Fiscal Impact:**

No impact to General Fund.

**Attachments:**

None



**PLUMAS COUNTY  
PLANNING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Tracey Ferguson, Director of Planning  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to the Governor's Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2024; discussion and possible action

---

**Recommendation:**

Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to OPR and HCD by April 1, 2024.

**Background and Discussion:**

Government Code Section 65400 mandates that certain cities and all 58 counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and Housing and Community Development (HCD) by April 1 of each year.

The Annual Progress Report provides local legislative bodies with information regarding the implementation of the General Plan for their city or county. Annual Progress Reports must be presented to the local legislative body for its review and acceptance.

Once the Board of Supervisors has accepted the Annual Progress Report, a copy must be submitted to OPR and HCD. Providing a copy of the Annual Progress Report to HCD fulfills statutory requirements to report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (Government Codes Section 65584.3(c) and 65584.5(b)(5)).

Planning staff prepared a 2023 Draft General Plan Annual Progress Report (Attachment 1) and presented the Draft Report to the Planning Commission on March 7, 2024, for review and comment. The Planning Commission did not have any substantive comments and recommended the 2023 General Plan Annual Progress Report be forwarded to the Board of Supervisors, as submitted, for review and acceptance.

**2023 Permits and Applications Highlights:**

-Plumas County Planning and Building Services processed 1,145 permits in 2023, including well and septic permits, building permits, no fee permits (e.g., water heaters, 200 square feet or less non-habitable sheds or agricultural buildings), and miscellaneous permits (e.g., re-roof, electrical, plumbing, and HVAC), which comparably, is a 191-permit decrease year-over-year from the 2022 total of 1,336 and a 114-permit increase from the 2021 total of 1,031 permits.

-Between January 1, 2023, and December 31, 2023, Plumas County had sixty-four (64) housing units completed based on final inspections, certificates of occupancy, completion certificates, or utility releases. Of the 64, forty-two (42) were newly constructed single-family detached units, seventeen (17) were newly constructed mobile home units, two (2) were newly constructed detached accessory dwelling units (ADUs), and two (2) were converted single-family detached units and one (1) was a converted detached ADU (i.e.,

“gained” housing stock). No (0) multi-family housing units were completed. By comparison based on final inspections, certificates of occupancy, completion certificates, or utility releases, in 2022 Plumas County had fifty (50) housing units completed; in 2021 Plumas County had thirty-nine (39) housing units completed; in 2020 there were thirty (30), and in 2019 there were thirty-eight (38). Including 2023, the past five-year average of annual housing units completed is roughly forty-four (44).

-In 2023, five (5) single-family detached units were lost to demolition, fire, or natural disaster. No (0) single-family attached, mobile home units, or multi-family units were lost. Of those 5 lost, none (0) were lost due to wildfire. In contrast, in 2022, two (2) single-family detached units were lost to demolition, fire, or natural disaster, and in 2021, six hundred sixty-seven (667) housing units were lost, primarily due to the wildfires known as the Dixie Fire and Beckwourth Complex Fire.

-The total proposed units with building permits issued in 2023 for unincorporated Plumas County was ninety (90), which equates to the following affordability by household income level: Extremely Low (0), Very-Low Income (2), Low Income (15), Moderate Income (21), and Above-Moderate Income (52). Overall, with the exception of extremely low income, Plumas County has exceeded its 6th cycle regional housing needs allocation of 16 units with a total of 323 permits issued between 2019 and 2023.

-The breakdown in ministerial applications and processes at County staff level by Planning in 2023 were as follows: Lot Line Adjustments (8), Owner Initiated Mergers (23), Sign Permits (2), Administrative Use Permit (1), and Surface Mining and Reclamation Act (SMARA) mining inspections (10).

-The breakdown in discretionary applications processed at County staff level by Planning in 2023 were as follows: Tentative Parcel Map (1), Modification of Recorded Map by Certificate of Correction (1), Planned Development Permits (1), Special Use Permits (7), Variance (1), General Plan Amendment and Zone Change (1), and Zoning Code Amendments (3).

**Action:**

Review and accept the 2023 General Plan Annual Progress Report and direct Planning staff to submit the Report to OPR and HCD by April 1, 2024.

**Fiscal Impact:**

General Fund - staff time accounted for in FY23/24 Planning Department budget

**Attachments:**

1. PlumasCounty\_2035GP\_2023 AnnualReport\_MAR 19 2024 DRAFT

**General Plan Annual Progress Report  
2023**

**County of Plumas**



**Prepared by  
Tracey Ferguson, AICP, Planning Director,  
Marco Velazquez, Associate Planner, and  
Tim Evans, Planner – Extra Help  
Plumas County Planning & Building Services  
Planning Department**

**DRAFT MARCH 19, 2024**

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# Appendices

APPENDIX A: CALIFORNIA GOVERNMENT CODE SECTION 65400

APPENDIX B: 2023 HOUSING UNIT CHANGE FORM, CALIFORNIA DEPARTMENT OF FINANCE

APPENDIX C: ANNUAL HOUSING ELEMENT PROGRESS REPORT, CALIFORNIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## I. Introduction

The 2023 General Plan Annual Progress Report has been prepared pursuant to the requirements of California Government Code Sec. 65400 *et seq.* (Appendix A). Guidance for preparation of the Report is provided by the Governor’s Office of Planning and Research (OPR). Additionally, the Plumas County 2035 General Plan Introduction contains language addressing the requirements for an annual report, as follows:

*“The annual report required by Government Code Sec. 65400 shall be prepared by staff and submitted to the Planning Commission and Board of Supervisors for consideration. In addition to the minimum statutory requirements, each annual report submitted to the Planning Commission and Board of Supervisors shall be accompanied by information reflecting the County’s growth rate, based upon the number of building permits issued for the preceding year. Based upon this information, the Board of Supervisors should consider whether the projected growth rates identified in the Environmental Impact Report for this General Plan have been met or exceeded, and should take whatever action the Board deems appropriate, consistent with this General Plan, to ensure that growth occurs as contemplated in the General Plan. The annual report should be a public process open to everyone. All groups and agencies should be encouraged to participate, as should individual property owners and residents. Provisions shall be construed to reflect the County’s desire to accommodate a reasonable amount of growth, consistent with the other goals, policies and implementation measures of this General Plan.”*

The purpose of the Annual Progress Report is to document the status of the General Plan and the County’s progress in its implementation.

The 2023 General Plan Annual Progress Report was provided to the County Planning Commission on March 7, 2024, for review. Commissioners discussed the Report, and no amendments were recommended to the County Board of Supervisors.

The County Board of Supervisors reviewed the Report on March 19, 2024. The Board \_\_\_\_\_ at the meeting and \_\_\_\_\_ the Report and \_\_\_\_\_ Planning Department staff to submit the Report to OPR and the Department of Housing and Community Development (HCD) prior to the April 1<sup>st</sup> deadline.

### **Background**

Plumas County adopted a comprehensive 2035 update to the 1984 General Plan on December 17, 2013. Three optional elements were added to the 2035 Plan, including an Economics Element, an Agriculture and Forestry Element, and a Water Resources Element.

On January 14, 2014, High Sierra Rural Alliance (HSRA) filed a lawsuit on the General Plan update Environmental Impact Report 85, and the California Court of Appeal, 3<sup>rd</sup> Appellate District, ruled in the County’s favor on all counts on October 19, 2018.

Thereafter, the County worked to implement the 2035 General Plan.

## Informational Document

The General Plan Annual Progress Report is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Sec. 15306 (Class 6 – Information Collection).

## Organization

After this Introduction (Chapter I), a summary of each of the County’s General Plan elements is described in Chapter II.

Then a listing of 2023 permits, applications, and significant plans and projects is provided in Chapter III. Following these sections, the 2023 general plan amendments and zoning amendments are recapped in Chapter IV.

Lastly, the Conclusion (Chapter V) describes the continued objective of County departments to perform project review responsibilities to further the General Plan’s goals, policies, programs, and implementation measures; the Planning Commission’s element-by-element review of the 2035 General Plan to document implementation and discuss potential future amendments to goals, policies, programs, and implementation measures; and County staff priorities for code amendment activities anticipated in 2024.

## II. General Plan Elements

The General Plan details the County’s guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Sec. 65300 *et seq.* provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic Government Code requirements must be included, and an agency may adopt any type of optional element at its discretion. Only the housing element must be certified by another agency (i.e., HCD), although the State Geologist and CAL FIRE provide some oversight of other general plan element aspects.

The Plumas County 2035 General Plan consists of the following nine (9) elements:

1. Land Use
2. Housing
3. Noise
4. Circulation
5. Economics
6. Public Health and Safety
7. Conservation and Open Space
8. Agriculture and Forestry
9. Water Resources

## Land Use Element

The broadest section of the General Plan is the Land Use Element. The Land Use Element designates the type, intensity, and general distribution of uses of land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses. It is the guide to the physical form of the County. The Land Use Element also guides coordination and planning with other jurisdictions, such as the City of Portola, the United States Forest Service and the branches of the United States Military to avoid incompatible uses.

The Land Use Element requires future residential, commercial and industrial development to be located adjacent to or within existing Planning Areas (e.g., Almanor, Indian Valley, American Valley, Meadow Valley/Canyon, Mohawk, La Porte, and Sierra Valley) in order to maintain Plumas County's rural character with compact and walkable communities, where areas are identified in more detail on Plumas County's General Plan Land Use Maps as Towns, Communities, Rural Areas or Master Planned Communities. Future development may also be approved within areas for which Community Plans or Specific Plans have been prepared.

Small, isolated housing tracts in outlying areas shall be discouraged as they disrupt surrounding rural and productive agricultural lands, forests, and ranches and are difficult and costly to provide with services.

The Land Use Maps are supported by land use descriptions, permissible densities, maximum lot coverage, and height requirements for each County land use designation.

## Housing Element

The Housing Element is a comprehensive assessment of current and projected housing needs for all economic segments of the County and provides clear policy direction for decision making pertaining to zoning, subdivision approval, housing allocations, and capital improvements. The purpose of the Housing Element is to identify housing solutions that address local housing problems and to meet or exceed the County's unincorporated area Regional Housing Needs Allocation (RHNA). The County recognizes that the provision of adequate housing is best met through a collaboration of various resources including County departments, outside state and federal agencies, and Plumas County housing and special needs stakeholders. The Element establishes a housing goal, policies, and action orientated programs the County and its housing partners will implement to facilitate actions that address the County's identified housing issues.

The Housing Element includes a residentially zoned vacant sites inventory and sections on the public participation process, an evaluation of implementation of the previous housing element programs, the community profile, housing resources and opportunities, a summary of constraints on the development of housing, and a discussion of residential energy conservation. The majority of sites included in the inventory are located within existing areas where infrastructure is in place (e.g., the availability of water and sewer, roadways, drainage) and most geographic or environmental constraints, such as topography, the presence of wetlands, or soils issues, are minimal: areas such as Graeagle, Greenville, Chester and Lake Almanor, Delleker and Portola (unincorporated), and Quincy.

Mandated by the State of California, housing elements are required to be updated on a more frequent cycle than the other elements of a general plan. Plumas County, is categorized by HCD as “Other Region” because it is a non-Council of Government (COG) jurisdiction where HCD acts as the COG for the purposes of determining the RHNA. With that, the housing element cycle for Plumas County is 5 years and must be reviewed by HCD for certification.

The County adopted its 6<sup>th</sup> cycle 2019-2024 Housing Element on October 15, 2019, and HCD certified the Element on December 5, 2019.

Unincorporated Plumas County received the Final 2024-2029 RHNA Determination and Plan from HCD for the 7<sup>th</sup> cycle (June 30, 2024, through June 30, 2029) on June 2, 2023, for a total of 154 units, as follows:

- 38 Very-Low Income Units (includes Extremely Low Income Units)
- 24 Low Income Units
- 29 Moderate Income Units
- 63 Above-Moderate Income Units

## Noise Element

The Noise Element of the general plan provides a basis for comprehensive local programs to control and abate environmental noise and to protect citizens from excessive exposure. The dominant sources of noise in Plumas County are mobile, related to automobile and truck traffic, aircraft, and train transportation. Stationary sources in the County include lumber mills and aggregate mining and processing facilities. To a smaller extent, construction sites are also considered a stationary source of short-term, or temporary, noise in the County.

The County’s Noise Element addresses community noise problems, in accordance with Government Code Sec. 65302(f). Policies and implementation measures developed in the General Plan include protection of noise-sensitive land uses, consideration of noise impacted areas, and noise associated with the County’s airports.

## Circulation Element

The Circulation Element is correlated with the Land Use Element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other local public utilities and facilities. The Circulation Element provides a plan to guide the County’s efforts relating to the movement of people, goods, energy, and other commodities. Topics of discussion include roads and highways, public transit, non-motorized transit including bicycles and pedestrians, rail, air, and movement of goods.

The Circulation Element establishes specific implementation measures to ensure that the transportation systems in Plumas County adequately address the transportation issues and planned growth for the County. Transportation policies included are intended to contribute to the achievement of the planned land use pattern and to ensure that applicable standards can be achieved.

## Economics Element

The Economics Element, which is an optional General Plan element, provides a set of long-range goals and policy guidelines for economic development in the County. The Economics Element aims to establish the County’s commitment to economic vitality; to articulate the types of

economic activity that the County seeks to retain, expand and attract to the County; and to outline steps that the County should take to protect and enhance local assets that are critical to the health of the local economy. Topics of discussion include policies that support economic development programs, construction of infrastructure, communication and energy facilities, agriculture, forest industries, recreation, and tourism.

### **Public Health and Safety Element**

The primary purpose of the Public Health and Safety Element is to establish goals and policies to protect the County from risks associated with seismic, geologic, flood, dam inundation, and wildfire hazards in addition to hazardous wastes and airport hazards to reduce the risk of death, injury, property damage, and the economic and social dislocation related to those hazards. This Element also includes policies that address emergency operations and the goal of sustaining healthy communities.

### **Conservation and Open Space Element**

As is allowed under State law, the County has combined two of the mandatory Conservation and Open Space elements into one element that provides guidance for the conservation, development, and use of natural resources, including water, forests, soils, rivers, and mineral deposits. The Conservation and Open Space Element details policies and implementation measures for the long-range preservation and conservation of open space, including lands for the preservation of natural resources, the managed production of resources, outdoor recreation, and public health and safety.

Specifically included in this section are policies pertaining to biological resources, mineral and soil resources, cultural and historic resources, scenic resources, parks and recreation, trails and bikeways, air quality, climate change, energy conservation and open space resources in general.

### **Agriculture and Forestry Element**

Due to the importance of agricultural and forestlands in Plumas County, an Agriculture and Forestry Element is included as an optional element of the 2035 General Plan. The topics of discussion within the policies include productive use of resource lands, conversion of agriculture and forest lands, promotion of healthy competitive farm, ranch and forestry economies and sustainable food systems, water quality and quantity for agriculture, education and awareness of the importance of agriculture and forestry, support of infrastructure creation, and management of greenhouse gas (GHG) emissions.

### **Water Resources Element**

Given the importance of water resources in Plumas County to County residents and the various water users throughout the State of California, the 2035 County General Plan includes an optional Water Resources Element as a means of ensuring that Plumas County's water resources are protected and sustained for the future. The topics discussed in the Water Resources Element include groundwater management, water quality, watershed management and water exports, climate change adaptation, public water supplies, wastewater management, and flood and stormwater management. This Element also includes policies that address water use efficiency and conservation and the goals of interagency coordination and public education.

Plumas County contains a number of rivers, lakes, and reservoirs, which provide important habitat, recreation, water supply and economic functions for County residents and nonresidents alike.

Plumas County also contains fourteen groundwater basins, which are primarily located in the valleys on the east side of the Sierra Crest. The Upper Feather River watershed covers a majority of the County (98%), which is about 72% of the watershed. The tributaries of the Upper Feather River watershed drain over 2 million acres of land in the Sierra Nevada, flowing southwest into Lake Oroville in neighboring Butte County. The Upper Feather River watershed is divided into four main branches with respective watersheds—the West Branch, the North Fork, the Middle Fork and the South Fork of the Feather River—and serves as an important supply of surface water resources. Water has been an export from Plumas County since the State Water Project (SWP) located its main storage facility, fed by the Feather River, at Lake Oroville. The Upper Feather River watershed supplies water for downstream urban, industrial, and agricultural use as part of the SWP.

### III. Permits, Applications, and Significant Plans and Projects

During 2023, the County processed numerous permits, project applications, and participated in a variety of significant plans and projects. The following summaries provide a brief overview of these activities and are not intended to be exhaustive.

#### 2023 Permits

The Planning Department staff reviews construction permits for planning and zoning consistency compliance.

**Plumas County Planning and Building Services processed 1,145 permits in 2023**, including well and septic permits, building permits, no fee permits (e.g., water heaters, 200 square feet or less non-habitable sheds or agricultural buildings), and miscellaneous permits (e.g., re-roof, electrical, plumbing, and HVAC), which comparably, is a 191-permit decrease year-over-year from the 2022 total of 1,336 and a 114-permit increase from the 2021 total of 1,031 permits.

#### *Housing Units Completed*

The California Department of Finance (DOF), Demographic Research Unit, Housing Unit Change Form is attached as Appendix B.

**Between January 1, 2023, and December 31, 2023, Plumas County had sixty-four (64) housing units completed** based on final inspections, certificates of occupancy, completion certificates, or utility releases. Of the 64, forty-two (42) were newly constructed single-family detached units, seventeen (17) were newly constructed mobile home units, two (2) were newly constructed detached accessory dwelling units (ADUs), and two (2) were converted single-family detached units and one (1) was a converted detached ADU (i.e., “gained” housing stock). No (0) multi-family housing units were completed.

By comparison based on final inspections, certificates of occupancy, completion certificates, or utility releases, in 2022 Plumas County had fifty (50) housing units completed; in 2021 Plumas County had thirty-nine (39) housing units completed; in 2020 there were thirty (30), and in 2019 there were thirty-eight (38). Including 2023, the past five-year average of annual housing units completed is roughly forty-four (44).

*Units Lost to Demolition, Fire, or Natural Disaster*

**In 2023, five (5) single-family detached units were lost to demolition, fire, or natural disaster.** No (0) single-family attached, mobile home units, or multi-family units were lost. Of those 5 lost, none (0) were lost due to wildfire. In contrast, in 2022, two (2) single-family detached units were lost to demolition, fire, or natural disaster, and in 2021, six hundred sixty-seven (667) housing units were lost, primarily due to the wildfires known as the Dixie Fire and Beckwourth Complex Fire.

*2019-2024 Regional Housing Needs Allocation*

Appendix C provides the Annual Housing Element Progress Report, as reported to HCD.

**The total building permits issued in 2023 for unincorporated Plumas County was ninety (90),** which equates to the following affordability by household income level:<sup>1</sup>

- Extremely Low                      0
- Very-Low Income                2
- Low Income                        15
- Moderate Income                21
- Above-Moderate Income       52

The table below is an accounting of the 6<sup>th</sup> cycle planning period (December 31, 2018 – August 31, 2024) RHNA, and dwelling unit permits issued to-date, toward achieving the regional housing needs allocation, which also equates to the County’s new construction quantified objective under the 2019-2024 Housing Element. Overall, and with eight months left in the planning period, Plumas County has exceeded its 6<sup>th</sup> cycle RHNA, with the exception of extremely low income.

Income Category	6th Cycle Planning Period RHNA	2019 Permits Issued	2020 Permits Issued	2021 Permits Issued	2022 Permits Issued	2023 Permits Issued	Total Permits Issued
<i>Extremely Low</i>	3 <sup>2</sup>	0	0	0	0	0	0
<b>Very Low</b>	<b>5</b>	0	0	13	0	2	<b>15</b>
<b>Low</b>	<b>3</b>	1	2	4	8	15	<b>30</b>
<b>Moderate</b>	<b>2</b>	13	13	26	37	21	<b>110</b>
<b>Above Moderate</b>	<b>6</b>	30	30	27	29	52	<b>168</b>
<b>Total</b>	<b>16</b>	<b>43</b>	<b>45</b>	<b>70</b>	<b>74</b>	<b>90</b>	<b>323</b>

<sup>1</sup> Based on 2023 HCD income limits the area median income (AMI) for a family of four (4) in Plumas County was \$83,800 with Extremely Low Income at or below 30 percent of AMI (\$30,000 or less); Very Low Income 31–50 percent of AMI (\$30,001–\$41,900); Low Income 51–80 percent of AMI (\$49,901–\$67,050); Moderate Income 81–120 percent of AMI (\$67,051–\$100,550); and Above Moderate Income is at or above 120 percent of AMI (\$100,551 or more).

<sup>2</sup> Appendix C (Table B) of the Annual Housing Element Progress Report states the extremely low-income housing need is determined pursuant to Government Code 65583(a)(1) and is assumed to be half of the Very-Low Income RHNA.

*Growth Rate*

The 2020 U.S. Census reported 19,790 in total population for the unincorporated Plumas County area. This 2020 population number is a 217-person reduction from the 2010 Census, which reported a Plumas County unincorporated population of 20,007.

The County’s growth rate over the past decade has been static. Largely, the California Department of Finance projects Plumas County’s unincorporated area population is expected to remain static or decline by a few thousand people through 2060, lagging behind the projected positive growth rate of the state as a whole adding a few million people.

Geography	Projections						
	2023	2024	2025	2030	2040	2050	2060
<b>California</b>	38,990,487	38,991,721	39,024,054	39,430,871	40,106,449	40,049,519	39,508,492
<b>Plumas County</b>	18,909	18,593	18,326	17,530	15,319	13,712	13,025

Source: Projections Prepared by Demographic Research Unit, California Department of Finance, July 2023

The California Department of Finance estimated a population of 18,909 for the County’s unincorporated population on January 1, 2023, which is an anticipated decline from the January 1, 2022, population estimate of 19,252.

For the years 2025 through 2060, the California Department of Finance projects Plumas County’s population to continue to decline.

**2023 Planning Applications**

The Planning Department processed a variety of ministerial and discretionary planning applications with associated environmental reviews during 2023 including, for example, Special Use Permits, Tentative Parcel Maps, Variances, Lot Line Adjustments, Owner Initiated Mergers, and Sign Permits.

The breakdown in ministerial applications processed at County staff level by Planning in 2023 were as follows:

- Lot Line Adjustments (8)
- Owner Initiated Mergers (23)
- Sign Permits (2)
- Administrative Use Permit (1)

Further, Planning staff performed ten (10) annual Surface Mining and Reclamation Act (SMARA) mining inspections.

No density bonus applications were received.

The breakdown in discretionary applications heard before the Zoning Administrator in a public hearing process in 2023 were as follows:

- Tentative Parcel Map (1)
  - ***TPM2-22/23-01 Rockridge (LTO), Inc. Vinton (APN 010-060-083 & 010-060-084) – approved:*** The proposal to divide 281.02 acres zoned Agricultural Preserve into two parcels of 116.03 and 164.99 acres for agricultural and residential use, located at 1950 Dotta-Guidici Road, Vinton.
- Modification of Recorded Map by Certificate of Correction (1)
  - ***TSM/PD 4-09/10-04 Sorenson, Paul and Lena Lin, Chilcoot (APN 008-430-005) – approved:*** Request to relocate the building envelope on lot 4 as shown on recorded map 10M129 (Ramelli Creek Ranch).
- Planned Development Permits (1)
  - ***PD 7-22/23-01 Collins Pine Company, Lake Almanor (APN 100-470-003) – approved:*** Request for a planned development permit for a density transfer to allow multiple dwelling units on a parcel zoned 7R (single family residential).
- Special Use Permits (7)
  - ***U 8-20/21-04 Plumas District Hospital, (APN 115-192-001 & 115-192-002) – Quincy – Condition #4 has been satisfied:*** As continued from March 8, 2023, Zoning Administrator meeting, per condition #4 of the special use permit granted on March 10, 2021.
  - ***U 10-22/23-02 Plumas Hospital District/Plumas County, (APN 117-021-001) Quincy – approved:*** The request for a public service facility consisting of an alternative birthing center where normal childbirth would occur away from the pregnant woman’s residence.
  - ***U 1-22/23-05 Papenhausen, Jessica & John, (APN 115-080-001) Quincy – approved:*** The request for a special use permit for the expansion of a lawful nonconforming structure located at 102 Main Street, Quincy.
  - ***U5-22/23-10 Norberg, Kimberly, (APN 100-481-016) Lake Almanor – approved:*** The request for a Special Use Permit for the keeping of a lamb in a single-family residential zone (“7-R”) for a 4-H project, which is projected to end in July 2023, located at 273 Farrar Drive, Chester.
  - ***U3-20/21-13 Plumas County Behavioral Health, (APN 115-023-019) Quincy – approved:*** Condition #4 of the Special Use Permit (U 3-20/21-12) has been satisfied and approves an amendment of the Special Use Permit subject to the conditions of approval, with the *addition* of new Condition #6 regarding parking and *deletion* of former Condition #4.
  - ***U8-23/24-01 Roundhouse Council, (APN 110-072-030) Greenville – approved:*** The request to establish the Roundhouse Council Indian Education Center, located at 330 Bush Street, Greenville.
  - ***U3-22/23-06 Rangel, Rolando, (APN125-020-045) Delleker – approved:*** The request to permit the construction and operation of a truss fabrication facility on property zoned C-2 (Periphery Commercial), located at 74 Meadowridge Lane, Portola (Delleker).

- Variance (1)
  - *V 8-22/23-01 O'Meara, Kelly, Little Grass Valley (APN 003-270-006) – approved:* Request to decrease the setback requirement from twenty (20) feet to six and one half (6.5) feet to construct a guest house.

## 2023 Significant Plans and Projects

### *North Star Navigation Center*

Plumas Crisis Intervention and Resource Center (PCIRC), Plumas County's homelessness and coordinated entry provider, broke ground in 2022 and continued construction in 2023 on the County's first Navigation Center under the state's Low Barrier housing model pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019). A Low Barrier Navigation Center means a Housing First approach, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

The construction of the North Star Navigation Center will provide immediate emergency shelter and transitional housing services to the homeless, chronically homeless, transitioning offenders, the Housing and Disability Advocacy Program (HDAP) for seniors and/or disabled, and former foster youth in Plumas. The main building includes a 20-bed capacity emergency shelter with congregate beds and non-congregate bedrooms for families, associated congregate and non-congregate bathrooms, day use room areas, a kitchen and dining room, administrative offices for staff, and storage. Ohana Village offers transitional housing that includes 26 detached cabins ranging in size from studio units (16, one of which is accessible), 1 bedroom-units (8, one of which is accessible), and 2 bedroom-units (2, one of which is accessible). The 1- and 2-bedroom units include half baths, while the studio units utilize a common building with congregate bathrooms that also have shower facilities for all Ohana Village units. A second common building includes Ohana Village resident dining and there is also a maintenance building and outdoor play area.

Supportive service staffing will include a Navigation Center Manager, Housing Navigator, Behavioral Health Counselor, Alcohol and Drug Counselor, HDAP Disability Advocate, and Grief Recovery Specialist with the primary purpose to bring all activities in-house and on-site. Educational opportunities and trainings will be provided to North Star Navigation Center residents including money management, life skills, and workforce development skills. Expected outcomes include:

- Increasing access to emergency and transitional housing.
- Delivery of a comprehensive array of supportive services.
- Reducing the number of days of homelessness.
- Increasing access to permanent housing and housing stability.
- Developing a 'systems change' in how Plumas County addresses homelessness for its most vulnerable residents.

### *2021 Wildfires Long-Term Recovery Plan*

Plumas County, in a countywide effort to effectively coordinate wildfire recovery from the devastating 2021 Dixie Fire and Beckwourth Complex Fire, began engagement toward the preparation of a Long-Term Recovery Plan in 2022, which continued into 2023.

Plumas adopted a Recovery Support Function (RSF) organizational framework under the Community Planning and Capacity Building structure, creating five working groups, including Housing and Commercial Buildings, Infrastructure, Economic, Health and Social Services, and Natural and Cultural Resources. The RSF structure is modeled after the California Disaster Recovery Framework (CDRF) and the National Disaster Recovery Framework (NDRF). Working group participants represented those from community and non-governmental organizations; non-profits; stakeholders; and county, state, and federal governmental agencies.

With state and federal partner support, the RSF working group participants analyzed data from several sources including Dixie Fire Collaborative community engagement workshops and quantitative and qualitative data from a host of sources to identify recovery impacts and determine needs. Participants then used their areas of subject matter expertise to develop 27 potential recovery projects that could meet those needs, including:

1. Greenville Safety Center
2. Greenville Rancheria Medical and Dental Clinic
3. Greenville Community Resilience Center (CRC)
4. Greenville/Indian Valley — Utility Infrastructure Master Plan
5. Countywide Broadband and Electrical Power Capacity and Resiliency
6. Tribal Integration & Needs
7. Community Development Block Grant – Disaster Recovery (CDBG-DR) Programs
8. Residential Workforce Housing
9. Construction Trades Workforce Training Program
10. Greenville Wellness Center
11. Dixie Fire Footprint Roadway Repairs and Needs
12. Biomass Product Innovation
13. Habitat and Watershed Restoration
14. Development and Land Use Patterns
15. [RE]Building & Permit Resource Center
16. Home Hardening Retrofit Program
17. Tourism Strategy — Leveraging Partnerships with Like Minded Organizations
18. Feasibility Study — Mountain Modular Home Plant
19. Sacred Waters of Greenville Wellness Center
20. Greenville Community Park and Wolf Creek Trail System Enhancements
21. Historical and Cultural Activities and Sites Restoration
22. Commercial Motel/RV Park/Seasonal Recreation
23. Volunteer Organization Home Rebuilds
24. Connected Communities Project
25. Feasibility Study — USDA Certified Meat Processing System
26. Feasibility Study — Countywide Gathering Places as Economic Drivers
27. Indian Valley Disaster Academy

In the spring and summer of 2023, through two comprehensive community workshops, the 2021 Wildfires Long-Term Recovery Plan vision and values were confirmed, as follows:

*VISION: Resilient and prosperous recovered communities with supportive infrastructure systems, inclusive and affordable housing types, prioritized public health and social well-being, environmental and cultural stewardship, and an active next generation of entrepreneurs and leaders with opportunities for business innovation.*

*TOP 10 VALUES:*

- 1. Build community unification*
- 2. Prioritize public health and safety*
- 3. Develop resilient homes and businesses*
- 4. Restore the natural environment*
- 5. Promote economic sustainability*
- 6. Enhance quality of life*
- 7. Honor Maidu heritage*
- 8. Design arts and recreational opportunities*
- 9. Encourage energy independence*
- 10. Create social and cultural gathering places*

The objective of the County is to have a Long-Term Recovery Plan Public Review Draft released by summer 2024, with adoption of the Plan by the County Board of Supervisors and acceptance by the Dixie Fire Collaborative Steering Committee at the end of 2024.

## **Planning and Building Services Staff**

### *Planning Department Staff*

The Plumas County Planning Department staff in 2023 accounted for two (2) full-time 1.0 equivalent (FTE) staff members, including a Planning Director and Associate Planner. The other Planning Department 1.0 FTE positions of Assistant Planning Director and a flexibility allocated Assistant/Associate/Senior Planner remained vacant. In addition, the Planning Department funds one (1) Fiscal Officer position at 0.4 FTE and one Extra Help Planner position at approximately 12-16 hours per week and a Retired Annuitant, Assistant Planning Director at approximately 6-8 hours per week. Unlike most California county planning departments, the Plumas County Planning Department does not currently have a dedicated clerical staffer supporting Planning Department counter and administrative functions; however, in FY24/25 an Executive Assistant position for the Planning Department may be funded. The Associate Planner staff member is also the Clerk for the Planning Commission and Airport Land Use Commission, while the Department Fiscal Officer is the Clerk for the Zoning Administrator.

### *Geographic Information Systems (GIS) Department Staff*

The Plumas County GIS Department budgets for one (1) full-time 1.0 FTE GIS Coordinator position, which continued to be staffed in 2023. In addition, the GIS Department funds one (1) Fiscal Officer position at 0.1 FTE. The GIS Coordinator develops and maintains several GIS intra-maps for various County departments including Assessor, Building, Engineering, Environmental Health, Planning, Elections, Public Works, and Treasurer/Tax Collector.

The GIS Coordinator also manages public-facing interactive maps that are available to the public through the Plumas County GIS webpage Map Portal such as a parcel query map, General Plan land use, zoning, supervisor districts, fire districts, voting precincts, population statistics, and more.

#### *Building Department and Code Enforcement Department Staff*

The Plumas County Building Department 1.0 FTE staff in 2023 included one (1) Building Services Director/Building Official, two (2) Senior Permit Technicians, one (1) Building Inspector I, one (1) Building Inspector/Plans Examiner, and one (1) Administrative Assistant II. The Plumas County Code Enforcement Department is managed under the Building Department and in 2023 was made up of two (2) full-time 1.0 FTE staff members, including a Chief Code Enforcement Officer and Code Enforcement Officer. Code Enforcement is primarily a complaint-driven process. The County's Housing Element includes a program that commits the County to continue to utilize the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure code compliance. In addition, the Building Department and Code Enforcement Department fund one (1) Fiscal Officer position at 0.5 FTE.

## IV. General Plan and Zoning Amendments

### General Plan Amendments

GPA 8-21/22-01 (Seneca Healthcare District General Plan Amendment And Zone Change): Proposal for amendment from the existing land use designations of Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and zoning districts of Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) to the land use designations of Commercial and Multiple-Family Residential and zoning districts of Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).

### Zoning Code Amendments

Ordinance 2023-1148 (Prime Opportunity Areas): Ordinance Amending Plumas County Code Title 9, Planning and Zoning, Chapter 2, Zoning, Article 4, General Requirements, Sec. 9-2.405 - Camping; and Article 13 - Single-Family Residential Zones (2-R, 3-R, 7-R); Sec. 9-2.1301 - Purpose (2-R, 3-R, 7-R); and Article 2, Definitions, adding Sec. 9-2.273.5.

Ordinance 2023-1149 (Seneca Healthcare District General Plan Amendment and Zone Change): Ordinance rezoning certain real property consistent with general amendment enacted by Resolution No. 2023-8812.

Ordinance 2023-1150 (Limited Density Owner-Built Rural Dwellings also more commonly known as "Title 25"): Ordinance adding Chapter 20 to Plumas County Code Title 8, Building Regulations, in the Unincorporated Areas of Plumas County.

Ordinance 2023-1151 (Limited Density Owner Built Rural Dwellings also more commonly known as "Title 25"): Ordinance adding Chapter 21 to Plumas County Code Title 8, Building Regulations, within the 2021 Dixie Fire and Beckworth Complex Fire Perimeters as Delineated by CAL FIRE.

## Plumas County Code, Title 9, Planning and Zoning

Following the adoption of the General Plan on December 17, 2013, an objective of the County was to update the Plumas County Code, Title 9 (Planning and Zoning) per direction provided in the implementation measures of the General Plan elements.

At the Planning Commission meeting of December 15, 2016, the Commission selected a Title 9 (Planning and Zoning) update priority list to follow during the next year or several years.

The list of priorities, as established by the Commission in 2016, were as follows:

1. Local California Environmental Quality Act Guidelines (CEQA) update (*ANTICIPATED TO BEGIN IN 2024*)
2. Update Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) sections (*INITIATED IN 2022, WAS NOT COMPLETED, CONTINUES INTO 2024*)
3. Update Title 9 (Planning and Zoning) of the Plumas County Code re: onsite wastewater treatment systems
4. Development of a Subdivision Ordinance
5. *Development of a Grading and Drainage Ordinance (INITIATED IN 2020, WAS NOT COMPLETED, CONTINUES INTO 2024)*
6. Solar Energy code development
7. Noise ordinance development (*ANTICIPATED TO BEGIN IN 2024*)
8. Child daycare facilities code update
9. Sign code update
10. *Second dwelling unit (now accessory dwelling unit) code update (COMPLETED 2019) (UPDATE TO ADDRESS ADDITIONAL STATE LEGISLATION INITIATED IN 2023, CONTINUES INTO 2024)*
11. ~~*Drought Tolerant Landscape ordinance (i.e., MWELo) (COMPLETED 2019)*~~
12. ~~*Chicken ordinance development (COMPLETED 2019)*~~
13. Department of Defense noise and compatibility code development
14. Dark sky lighting ordinance development
15. Surface Mining and Reclamation Act (SMARA) update (*ANTICIPATED TO BEGIN IN 2024*)
16. *State Responsibility Area (SRA) Fire Safe Regulations code update (COMPLETED 2018) (NOTE AMENDMENTS TO SRA FIRE SAFE REGULATIONS AS OF APRIL 1, 2023, TO BE ADDRESSED IN 2024)*
17. ~~*Cellular Facilities ordinance (COMPLETED 2019)*~~
18. ~~*General Plan Update Final EIR Implementation of Table 3-1 (COMPLETED 2019)*~~

## V. Conclusion

### General Plan Vision

The 2035 General Plan is the County’s constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan’s Vision to *promote a healthy physical and aesthetic environment, a vital economy, and a supportive social climate that can accommodate the expected growth and change over the next 20 years* on a day-to-day basis and includes the public in the discretionary decision-making process. The County departments continue project review responsibilities to further the 2035 General Plan’s goals, policies, programs, and implementation measures.

### General Plan Element-by-Element Review

Starting in November 2019, the Planning Commission tasked themselves with an element-by-element review of the 2035 General Plan to continue the objectives of documenting the County’s implementation and discussing of the goals, policies, programs, and implementation measures, as follows:

- November 2019—Housing Element
- November 2019 through April 2020—Land Use Element
- June 2020 through November 2020—Economics Element
- January 2021 through April 2021—Water Resources Element
- April 2021 through May 2021—Noise Element
- September 2021 through July 2022—Public Health & Safety Element
- October 2022 through March 2023—Circulation Element
- April 2023 to present—Conservation & Open Space Element

Summaries have been prepared that reflect the notes and suggested action outcomes of the implementation measures discussions to identify potential timeframes for implementation and future actions. It should be noted that by no means does the review of the implementation measures by the Commission or the annotated notes in the summary documents change, in any way, the adopted 2035 General Plan implementation measures.

Review of the 2035 General Plan element-by-element by the Planning Commission is expected to continue into 2024 with anticipated review of the Agriculture & Forestry Element and continued review of the Conservation & Open Space Element.

### Plumas County Code, Title 9 Review

On March 3, 2022, the Planning Commission by unanimous action directed amendments to the County Code addressing the following top five (5) Planning staff priorities:

1. Update Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) sections
2. Accessory dwelling units (ADU)
3. Electrical vehicle charging stations (AB 1236)
4. Noise ordinance development
5. Development of a Subdivision Ordinance

On November 2, 2023, Planning staff communicated to the Planning Commission revised prioritization of County Code amendments, as follows:

1. Camping Ordinance amendments
2. Accessory dwelling units (ADU) ordinance update
3. Electrical vehicle charging stations (AB 1236 and AB 970) checklist and ordinance development
4. Title 8 (Building Regulations), Chapter 17 (Flood) of the Plumas County Code re: Flood Plain Ordinance and applicable Title 9 (Planning and Zoning) amendments
5. Noise ordinance development

The additional remaining Title 9 (Planning and Zoning) amendments—listed below in no particular order—continue to be tracked by Planning Department staff and will be addressed in the future as time and resources allow and/or should priorities change:

- Development of a Subdivision Ordinance
- Surface Mining and Reclamation Act (SMARA) update
- Dark sky lighting ordinance development
- Local California Environmental Quality Act Guidelines (CEQA) update
- Update Title 9 (Planning and Zoning) of the Plumas County Code re: onsite wastewater treatment systems
- Solar energy code development
- Child daycare facilities code update
- Sign code update
- Department of Defense noise and compatibility code development

Appendix A: California Government Code Section  
65400 et seq.

**GOVERNMENT CODE - GOV**

**TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]**

*(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)*

**DIVISION 1. PLANNING AND ZONING [65000 - 66301]**

*(Heading of Division 1 added by Stats. 1974, Ch. 1536.)*

**CHAPTER 3. Local Planning [65100 - 65763]**

*(Chapter 3 repealed and added by Stats. 1965, Ch. 1880.)*

**ARTICLE 7. Administration of General Plan [65400 - 65404]**

*(Article 7 added by Stats. 1965, Ch. 1880.)*

**65400.**

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) (i) The progress in meeting its share of regional housing needs determined pursuant to Section 65584, including the need for extremely low income households, as determined pursuant to paragraph (1) of subdivision (a) of Section 65583, and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

(ii) The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of standards, forms, and definitions adopted by the Department of Housing and Community Development. The department may review, adopt, amend, and repeal the standards, forms, or definitions to implement this article. Any standards, forms, or definitions adopted to implement this article shall not be subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2. Before and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. The report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

(iii) The report may include the number of units that have been completed pursuant to subdivision (c) of Section 65583.1. For purposes of this

paragraph, committed assistance may be executed throughout the planning period, and the program under paragraph (1) of subdivision (c) of Section 65583.1 shall not be required. The report shall document how the units meet the standards set forth in that subdivision.

(iv) The planning agency shall include the number of units in a student housing development for lower income students for which the developer of the student housing development was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915.

(C) The number of housing development applications received in the prior year, including whether each housing development application is subject to a ministerial or discretionary approval process.

(D) The number of units included in all development applications in the prior year.

(E) The number of units approved and disapproved in the prior year.

(F) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(G) A listing of sites rezoned to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory required by paragraph (1) of subdivision (c) of Section 65583 and Section 65584.09. The listing of sites shall also include any additional sites that may have been required to be identified by Section 65863.

(H) (i) The number of units of housing demolished and new units of housing, including both rental housing and for-sale housing and any units that the County of Napa or the City of Napa may report pursuant to an agreement entered into pursuant to Section 65584.08, that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, and the income category, by area median income category, that each unit of housing satisfies. That production report shall do the following:

(I) For each income category described in this subparagraph, distinguish between the number of rental housing units and the number of for-sale units that satisfy each income category.

(II) For each entitlement, building permit, or certificate of occupancy, include a unique site identifier that must include the assessor's parcel number, but may also include street address, or other identifiers.

(ii) For the County of Napa and the City of Napa, the production report may report units identified in the agreement entered into pursuant to Section 65584.08.

(I) The number of applications submitted pursuant to subdivision (a) of Section 65913.4, the location and the total number of developments approved pursuant to subdivision (c) of Section 65913.4, the total number of building permits issued pursuant to subdivision (c) of Section 65913.4, the total number of units including both rental housing and for-sale housing by area median income category constructed using the process provided for in subdivision (c) of Section 65913.4.

(J) If the city or county has received funding pursuant to the Local Government Planning Support Grants Program (Chapter 3.1 (commencing with Section 50515)

of Part 2 of Division 31 of the Health and Safety Code), the information required pursuant to subdivision (a) of Section 50515.04 of the Health and Safety Code.

(K) The progress of the city or county in adopting or amending its general plan or local open-space element in compliance with its obligations to consult with California Native American tribes, and to identify and protect, preserve, and mitigate impacts to places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code, pursuant to Chapter 905 of the Statutes of 2004.

(L) The following information with respect to density bonuses granted in accordance with Section 65915:

- (i) The number of density bonus applications received by the city or county.
- (ii) The number of density bonus applications approved by the city or county.
- (iii) Data from all projects approved to receive a density bonus from the city or county, including, but not limited to, the percentage of density bonus received, the percentage of affordable units in the project, the number of other incentives or concessions granted to the project, and any waiver or reduction of parking standards for the project.

(M) The following information with respect to each application submitted pursuant to Chapter 4.1 (commencing with Section 65912.100):

- (i) The location of the project.
- (ii) The status of the project, including whether it has been entitled, whether a building permit has been issued, and whether or not it has been completed.
- (iii) The number of units in the project.
- (iv) The number of units in the project that are rental housing.
- (v) The number of units in the project that are for-sale housing.
- (vi) The household income category of the units, as determined pursuant to subdivision (f) of Section 65584.

(b) (1) (A) The department may request corrections to the housing element portion of an annual report submitted pursuant to paragraph (2) of subdivision (a) within 90 days of receipt. A planning agency shall make the requested corrections within 30 days after which the department may reject the report if the report is not in substantial compliance with the requirements of that paragraph.

(B) If the department rejects the housing element portion of an annual report as authorized by subparagraph (A), the department shall provide the reasons the report is inconsistent with paragraph (2) of subdivision (a) to the planning agency in writing.

(2) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of

Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

(c) The Department of Housing and Community Development shall post a report submitted pursuant to this section on its internet website within a reasonable time of receiving the report.

*(Amended by Stats. 2022, Ch. 657, Sec. 1.7. (AB 2653) Effective January 1, 2023.)*

**65400.1.**

In the annual report provided by the planning agency to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development required pursuant to paragraph (2) of subdivision (a) of Section 65400, the planning agency shall also include a listing of sites owned by the city or county and included in the inventory prepared pursuant to Section 65583.2 that have been sold, leased, or otherwise disposed of in the prior year. The list shall include the entity to whom each site was transferred and the intended use for the site.

*(Added by Stats. 2019, Ch. 664, Sec. 14. (AB 1486) Effective January 1, 2020.)*

**65400.2.**

(a) For purposes of the housing element portion of the annual report required by paragraph (2) of subdivision (a) of Section 65400, for up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. The report shall clearly indicate that these were not newly constructed units, and shall provide all relevant project- and unit-level information as described in subparagraph (H) of paragraph (2) of subdivision (a) of Section 65400.

(b) For purposes of this section, a unit may be reported as a converted unit under subdivision (a) only if all of the following apply to the unit:

(1) The rent for the unit prior to conversion was not affordable to very low, low-, or moderate-income households.

(2) The unit is subject to a long-term recorded regulatory agreement with a public entity that requires the unit to be affordable to, and occupied by, persons of moderate income for a term of 55 years.

(3) (A) The initial post conversion rent for the unit is at least 10 percent less than the average monthly rent charged over the 12 months prior to conversion.

(B) To determine the maximum rental rate in subsequent years, the initial postconversion rent for the unit shall be compared to the rent limit at the 100-percent income level established by the California Tax Credit Allocation Committee for the year of conversion, and the regulatory agreement shall limit the rent on the unit for the term of the regulatory agreement to that ratio multiplied by the 100-percent income level rent limit for the respective year.

(C) Notwithstanding subparagraphs (A) and (B), a project owner may shift rent restrictions on units within a given property so long as the overall distribution of regulated rents remain the same.

(4) The unit is in decent, safe, and sanitary condition at the time of occupancy following the conversion.

(5) The unit was not acquired by eminent domain as part of the conversion.

(6) The unit is subject to a governmental monitoring program to ensure continued affordability and occupancy by qualifying households.

(7) Unless the development is subject to a regulatory agreement with the California Tax Credit Allocation Committee, a public entity shall hold an assignable right to purchase the development, any interest in the development, or any interest in a partnership that owns the development for a price that does not exceed the principal amount of outstanding indebtedness secured by the building and all federal, state, and local taxes attributable to that sale.

(c) For any units that qualify to be reported pursuant to this section that were converted between the start of the projection period and the deadline for adoption of the housing element, a city or county may reduce its share of the regional housing need on a unit-for-unit basis, provided that the reduction does not exceed 25 percent of the need in the moderate-income category.

(d) The Department of Housing and Community Development shall not be required to implement this section until January 1, 2023. However, for reports issued after January 1, 2023, planning agencies may report conversions pursuant to subdivision (a) that occurred on or after January 1, 2022.

*(Added by Stats. 2021, Ch. 350, Sec. 1. (AB 787) Effective January 1, 2022.)*

**Appendix B: 2023 Housing Unit Change Form,  
California Department of Finance**

**2024 Housing Unit Change Form**

PLEASE READ ATTACHED INSTRUCTIONS. RETURN BY February 16, 2024.

Demographic Research Unit, Department of Finance, 915 L Street, Sacramento, CA 95814, Fax (916) 327-0222,  
Telephone (916) 323-4086. E-Mail Housing.Survey@dof.ca.gov

Jurisdiction:  County:

**Contact Information**

Reported By:  Title:   
 Department:  Address:   
 Mail Address:  Telephone Number:

**Section 1: Data Source**

Please check the method you reported on this survey for newly constructed units:

- Completed Housing Units:** Housing units completed between 1/1/23-12/31/23 based on Final Inspections, Certificates of Occupancy, Completion Certificates or Utility Releases.
- OR
- Permits:** If you can only report building permits issued, you MUST adjust the permits to estimate completions using a different time frame.
- Accessory Dwelling Unit permits issued: 7/1/22 – 6/30/23
  - Single Family Unit permits issued: 7/1/22 – 6/30/23
  - Multi-Family Unit permits issued: 1/1/2022 – 12/31/22

**Section 2: Accessory Dwelling Units (ADUs)**

1. How many ADUs did your jurisdiction gain?

	ADU Detached	ADU Attached	Total
Newly Constructed Units	2	0	2
Converted Units Gained	1	0	1
Non-Permitted Units Gained	0	0	0

2. How many ADUs did your jurisdiction lose?

Attached Units Lost:	0
Detached Units Lost:	0
<b>Total:</b>	0

2.3. Of the reported ADUs gained and lost, how many were Affordable Units?

Affordable ADUs Gained:	0
Affordable ADUs Lost:	0

**Section 3: Single Family Housing Units**

1. How many Single Family Housing Units did your jurisdiction gain?

	Single Family Detached	Single Family Attached	Mobile Home	Total
Newly Constructed Units	42	0	17	59
Converted Units Gained	2	0	0	2
Non-Permitted Units Gained	0	0	0	0

**Section 3: Single Family Housing Units**

2. How many Single Family Housing Units did your jurisdiction lose?

	Single Family Detached	Single Family Attached	Mobile Home	Total
Demolition, Fire, or other Natural Disaster	5	0	0	5
Converted Units Lost	0	0	0	0
Non-Permitted Units Lost	0	0	0	0

3. Of the reported Single Family Housing Units gained and lost, how many were Affordable Units?

Affordable Single Family Units Gained:

Affordable Single Family Units Lost:

4. Of the reported Single Family Housing Units lost due to "Demolitions, Fire or other Natural Disaster," how many were a result of wildfires? If you do not have this information, please input "N/A."

Wildfire Lost:

**Section 4: Multi-Family Housing Units**

1. How many Multi-Family Housing Units did your jurisdiction gain?

Note: Only add Units for the total not Structures 2, 3, or 4-plex

	2, 3, or 4-plex		5+ Units		Total Units
	Structures	Units	Structures	Units	
Newly Constructed Units	0	0	0	0	0
Converted Units Gained	0	0	0	0	0
Non-Permitted Units Gained	0	0	0	0	0

2. How many Multi-Family Housing Units did your jurisdiction lose?

Note: Only add Units for the total not Structures

	2, 3, or 4-plex		5+ Units		Total Units
	Structures	Units	Structures	Units	
Demolition, Fire, or other Natural Disaster	0	0	0	0	0
Converted Units Lost	0	0	0	0	0
Non-Permitted Units Lost	0	0	0	0	0

3. Of the reported Multi-Family Housing Units gained and lost, how many were Affordable Units?

Affordable Multi-Family Units Gained:

Affordable Multi-Family Units Lost:

4. Of the reported Multi-Family Housing Units lost due to "Demolitions, Fire or other Natural Disaster," how many were a result of wildfires? If you do not have this information, please input "N/A."

Wildfire Lost:

**Section 5: Annexations & Detachments**

(Attach additional sheets if necessary)

(Cities Only)

Please select:

- Annexation
- Detachment

LAFCO #:

Effective Date:

Annexation Short Title:

Please report all existing Housing Units at the time of the effective date.

	Units		Structures	Units
Detached Single Family	<input type="text"/>	2, 3, or 4-plex	<input type="text"/>	<input type="text"/>
Attached Single Family	<input type="text"/>	5+ Units	<input type="text"/>	<input type="text"/>
Mobile Home	<input type="text"/>	<b>Total</b>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>Total</b>	<input type="text" value="0"/>			

- Annexation
- Detachment

LAFCO #:

Effective Date:

Annexation Short Title:

Please report all existing Housing Units at the time of the effective date.

	Units		Structures	Units
Detached Single Family	<input type="text"/>	2, 3, or 4-plex	<input type="text"/>	<input type="text"/>
Attached Single Family	<input type="text"/>	5+ Units	<input type="text"/>	<input type="text"/>
Mobile Home	<input type="text"/>	<b>Total</b>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>Total</b>	<input type="text" value="0"/>			

Please select:

- Annexation
- Detachment

LAFCO #:

Effective Date:

Annexation Short Title:

Please report all existing Housing Units at the time of the effective date.

	Units		Structures	Units
Detached Single Family	<input type="text"/>	2, 3, or 4-plex	<input type="text"/>	<input type="text"/>
Attached Single Family	<input type="text"/>	5+ Units	<input type="text"/>	<input type="text"/>
Mobile Home	<input type="text"/>	<b>Total</b>	<input type="text" value="0"/>	<input type="text" value="0"/>
<b>Total</b>	<input type="text" value="0"/>			

**Section 6: Civilian Group Quarter Changes**

(Attach additional sheets if necessary)

Facility Name:

Address:

Telephone Number:

Please select the type of Civilian Group Quarter Change:

- Annexed
- Detached
- Changed
- Opened
- Closed

What was the total bed capacity?

1/1/2023

12/31/2023

Facility Name:

Address:

Telephone Number:

Please select the type of Civilian Group Quarter Change:

- Annexed
- Detached
- Changed
- Opened
- Closed

What was the total bed capacity?

1/1/2023

12/31/2023

Facility Name:

Address:

Telephone Number:

Please select the type of Civilian Group Quarter Change:

- Annexed
- Detached
- Changed
- Opened
- Closed

What was the total bed capacity?

1/1/2023

12/31/2023

Appendix C: Annual Housing Element Progress Report, California Department of Housing and Community Development

**Please Start Here**

<b>General Information</b>	
Jurisdiction Name	Plumas County - Unincorporated
Reporting Calendar Year	2023
<b>Contact Information</b>	
First Name	Tracey
Last Name	Ferguson
Title	Planning Director
Email	TraceyFerguson@countyofplumas.com
Phone	5302836214
<b>Mailing Address</b>	
Street Address	555 Main Street
City	Quincy
Zipcode	95971

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

Data is auto-populated based on data entered in Tables A, A2, C, and D

<b>Jurisdiction</b>	imas County - Unincorporated	
<b>Reporting Year</b>	2023	(Jan. 1 - Dec. 31)
<b>Housing Element Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	15
Moderate	Deed Restricted	0
	Non-Deed Restricted	21
Above Moderate		52
<b>Total Units</b>		<b>90</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
Single-family Attached	0	0	0
Single-family Detached	69	69	2
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	2	2	0
Mobile/Manufactured Home	19	19	7
<b>Total</b>	<b>90</b>	<b>90</b>	<b>9</b>

<b>Infill Housing Developments and Infill Units Permitted</b>	<b># of Projects</b>	<b>Units</b>
Indicated as Infill	0	0
Not Indicated as Infill	90	90

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	90
Number of Proposed Units in All Applications Received:	90
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions - Applications</b>	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Streamlining Provisions Used - Permitted Units</b>	<b># of Projects</b>	<b>Units</b>
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

<b>Ministerial and Discretionary Applications</b>	<b># of Applications</b>	<b>Units</b>
Ministerial	90	90
Discretionary	0	0

<b>Density Bonus Applications and Units Permitted</b>	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

<b>Housing Element Programs Implemented and Sites Rezoned</b>	<b>Count</b>
Programs Implemented	26
Sites Rezoned to Accommodate the RHNA	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Plumas County - Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**Table A**  
**Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4.5+ ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes
Summary Row: Start Data Entry Below							0	2	0	15	0	21	52	90	0	0							
	102-061-006	1289 Lassen View Drive		23-261	ADU	O	6/14/2023		1						1			NONE	No	No	Approved	Ministerial	
	102-322-014	502 Peninsula Drive		23-728	ADU	O	10/24/2023		1						1			NONE	No	No	Approved	Ministerial	
	100-410-022	534 Willhoite Road		23-111	SFD	O	9/16/2023							1	1			NONE	No	No	Approved	Ministerial	
	008-430-005	10267 Frenchman Blvd		22-372	SFD	O	4/24/2023							1	1			NONE	No	No	Approved	Ministerial	
	010-010-053	2593 Maddalena Road		23-42	SFD	O	7/13/2023							1	1			NONE	No	No	Approved	Ministerial	
	011-210-015	7050 Rim Drive		22-1257	SFD	O	6/29/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	128-081-003	1676 Valley View Drive		22-1296	SFD	O	6/28/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	126-320-003	6357 Portola McLeans Road		22-1218	SFD	O	5/3/2023							1	1			NONE	No	No	Approved	Ministerial	
	110-072-032	509 Main Street		22-1054	SFD	O	7/17/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	110-072-032	509 Main Street		22-1055	SFD	O	7/17/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	025-240-105	7805 Buckwheat Road		19-978	SFD	O	6/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	004-280-007	1533 Williams Valley Road		22-836	SFD	O	2/21/2023							1	1			NONE	No	No	Approved	Ministerial	
	010-240-009	760 Monument Lane		22-1266	SFD	O	9/11/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-240-005	158 Dinsmore Drive		23-550	SFD	O	9/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-220-015	627 Bailey Creek Road		23-686	SFD	O	9/22/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-383-007	707 Lake Ridge Road		22-1113	SFD	O	11/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	028-090-013	225 Red Hawk		22-774	SFD	O	6/5/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-111-006	1217 Peninsula Drive		23-60	SFD	O	5/10/2023							1	1			NONE	No	No	Approved	Ministerial	
	104-372-008	452 Poonderosa Drive		22-1213	SFD	O	5/15/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-271-006	317 Raccoon Trail		21-567	SFD	O	11/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	004-290-029	910 North Arm Road		22-1297	SFD	O	9/6/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	123-290-039	145 Smith Creek Road		22-1238	SFD	O	8/1/2023							1	1			NONE	No	No	Approved	Ministerial	
	100-010-009	665 Feather River Drive		22-1280	SFD	O	5/24/2023							1	1			NONE	No	No	Approved	Ministerial	
	126-290-001	6760 Sylvan Road		22-792	SFD	O	4/13/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-300-025	246 Osprey Loop		22-1302	SFD	O	6/1/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-021-004	1413 Lassen View Drive		22-668	SFD	O	4/12/2023							1	1			NONE	No	No	Approved	Ministerial	
	117-370-010	2719 Mistletoe Lane		22-1226	SFD	O	10/25/2023							1	1			NONE	No	No	Approved	Ministerial	
	004-070-049	149 Pecks Valley Road		22-1144	SFD	O	4/12/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	102-622-004	1114 Lake Ridge Road		22-983	SFD	O	4/13/2023							1	1			NONE	No	No	Approved	Ministerial	
	130-125-001	11 Paiute Trail		22-875	SFD	O	4/24/2023							1	1			NONE	No	No	Approved	Ministerial	
	112-113-004	1396 Fern Drive		23-749	SFD	O	9/11/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	102-142-006	1041 Peninsula Drive		23-240	SFD	O	7/25/2023							1	1			NONE	No	No	Approved	Ministerial	
	011-241-004	7137 Chester Warner Valley Road		22-1180	SFD	O	7/3/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	004-270-006	741 Williams Valley Road		23-113	SFD	O	8/29/2023							1	1			NONE	No	No	Approved	Ministerial	
	110-081-020	660 Main Street		22-1204	SFD	O	3/6/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	110-072-007	547 Main Street		22-1267	SFD	O	5/3/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	100-303-002	851 Lorraine Drive		23-795	SFD	O	11/9/2023							1	1			NONE	No	No	Approved	Ministerial	
	100-481-023	225 Farrar Drive		23-573	SFD	O	8/7/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	103-240-021	108 Walsh Court		22-1269	SFD	O	7/24/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-212-006	368 Lake Almanor West Drive		23-319	SFD	O	6/28/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-191-018	820 Lake Ridge Road		22-548	SFD	O	5/31/2023							1	1			NONE	No	No	Approved	Ministerial	
	131-350-014	963 Great Spirit		22-574	SFD	O	7/5/2023							1	1			NONE	No	No	Approved	Ministerial	
	028-040-009	162 Arrowleaf Road		22-884	SFD	O	5/23/2023							1	1			NONE	No	No	Approved	Ministerial	
	123-320-005	432 Eureka Springs Drive		23-76	SFD	O	6/2/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-180-004	225 Bailey Creek Drive		23-109	SFD	O	9/19/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-202-006	352 Lake Almanor West Drive		22-567	SFD	O	3/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-300-004	257 Osprey Loop		21-568	SFD	O	11/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	100-132-014	477 Cross Street		22-1312	SFD	O	7/11/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	104-112-003	244 Peninsula Drive		23-505	SFD	O	10/20/2023							1	1			NONE	No	No	Approved	Ministerial	
	105-500-021	236 Terranova Drive		23-630	SFD	O	9/13/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-500-044	293 Terranova Drive		23-633	SFD	O	10/10/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-152-018	968 Peninsula Drive		23-543	SFD	O	9/22/2023							1	1			NONE	No	No	Approved	Ministerial	
	102-152-019	966 Peninsula Drive		22-1258	SFD	O	9/15/2023							1	1			NONE	No	No	Approved	Ministerial	
	104-131-020	177 Peninsula Drive		22-1250	SFD	O	7/18/2023							1	1			NONE	No	No	Approved	Ministerial	
	108-122-001	256 Lake Almanor West Drive		23-160	SFD	O	6/29/2023							1	1			NONE	No	No	Approved	Ministerial	
	123-221-013	348 Smith Creek Road		22-378	SFD	O	5/25/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-160-009	213 Flint Way		22-1315	SFD	O	6/8/2023							1	1			NONE	No	No	Approved	Ministerial	
	001-361-002	29736 Highway 89		22-1121	SFD	O	4/4/2023						1	1	1			NONE	No	No	Approved	Ministerial	
	028-070-017	85 Snowbush Way		23-165	SFD	O	7/10/2023							1	1			NONE	No	No	Approved	Ministerial	
	110-052-001	343 Highway 89		22-1276	SFD	O	7/17/2023							1	1			NONE	No	No	Approved	Ministerial	
	133-340-054	525 Redtail Loop		22-1242	SFD	O	5/17/2023							1	1			NONE	No	No	Approved	Ministerial	
	103-490-049	502 Marina Drive		22-1300	SFD	O	6/28/2023							1	1			NONE	No	No	Approved	Ministerial	

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units												
Project Identifier			Affordability by Household Income - Building Permits							8	9	
Current APN	Street Address	Project Name	Very Low- Income Restricted	Very Low- Income - Non- Restricted	Low- Income Restricted	Low- Income Non- Restricted	Moderate- Income Restricted	Moderate- Income Non- Restricted	Above Market- Income	Building Permits Disallowed	# of Units based on Building Permits	
			0	1	2	3	4	5	6		00	
102-081-006	1289 Lassen View Drive			1							6/14/2023	1
102-322-014	902 Peninsula Drive			1							10/24/2023	1
100-410-022	534 Wilshire Road								1		6/16/2023	1
008-430-005	10287 Frenchman Blvd								1		4/24/2023	1
010-010-053	2593 Medakina Road								1		7/13/2023	1
011-210-015	7050 Rin Drive								1		6/29/2023	1
128-081-003	1676 Valley View Drive								1		6/28/2023	1
126-320-003	6307 Purdie McLean Road								1		5/3/2023	1
110-072-032	509 Main Street								1		7/17/2023	1
110-072-032	509 Main Street								1		7/17/2023	1
025-240-105	7805 Bucklehead Road								1		6/20/2023	1
004-280-007	1533 Williams Valley Road								1		2/21/2023	1
010-240-008	700 Monument Lane								1		9/11/2023	1
103-340-005	108 Dinwiddie Drive								1		9/20/2023	1
103-220-015	807 Bailey Creek Road								1		9/22/2023	1
102-383-007	707 Lake Ridge Road								1		11/20/2023	1
028-080-013	225 Reed Hawk								1		6/9/2023	1
102-111-008	1217 Peninsula Drive								1		6/10/2023	1
104-372-008	452 Ponderosa Drive								1		5/15/2023	1
108-271-008	317 Reason Trail								1		11/20/2023	1
004-280-029	910 North Arm Road								1		9/6/2023	1
123-200-039	145 Smith Creek Road								1		8/12/2023	1
100-010-008	880 Feather River Drive								1		6/24/2023	1
126-260-001	6760 Elysee Road								1		4/13/2023	1
108-300-025	248 Osprey Loop								1		6/1/2023	1
102-021-004	1413 Lassen View Drive								1		4/12/2023	1
117-070-010	2718 Malibu Lane								1		10/25/2023	1
004-070-048	140 Purdie Valley Road								1		4/12/2023	1
102-022-004	1114 Lake Ridge Road								1		4/13/2023	1
130-125-001	11 Plakia Trail								1		4/24/2023	1
112-113-004	1386 Fern Drive								1		9/11/2023	1
102-142-006	1041 Peninsula Drive								1		7/25/2023	1
011-241-004	7137 Chester Warner Valley Road								1		7/3/2023	1
004-270-008	241 Williams Valley Road								1		6/29/2023	1
110-081-020	660 Main Street								1		3/6/2023	1
110-072-007	547 Main Street								1		5/5/2023	1
100-383-002	851 Loraine Drive								1		11/9/2023	1
100-481-023	225 Farnor Drive								1		8/7/2023	1
103-240-021	108 Walsh Court								1		7/24/2023	1
108-212-008	368 Lake Almanor West Drive								1		6/28/2023	1
102-181-018	820 Lake Ridge Road								1		5/31/2023	1
131-350-014	963 Great Spots								1		7/5/2023	1
028-040-006	162 Arroyo Road								1		6/23/2023	1
123-320-008	432 Eunika Springs Drive								1		6/23/2023	1
103-180-004	225 Bailey Creek Drive								1		9/19/2023	1
108-202-008	352 Lake Almanor West Drive								1		3/20/2023	1
108-300-004	257 Osprey Loop								1		11/20/2023	1
100-132-014	477 Cross Street								1		7/11/2023	1
104-112-002	244 Peninsula Drive								1		10/20/2023	1
100-500-021	228 Temeron Drive								1		9/13/2023	1
103-500-044	293 Temeron Drive								1		10/10/2023	1
102-182-018	968 Peninsula Drive								1		9/22/2023	1
102-182-019	968 Peninsula Drive								1		9/15/2023	1
104-131-028	177 Peninsula Drive								1		7/18/2023	1
108-122-001	258 Lake Almanor West Drive								1		6/29/2023	1
123-221-013	348 Smith Creek Road								1		5/25/2023	1
103-180-009	213 Fish Way								1		6/8/2023	1
001-381-002	29736 Highway 89								1		4/4/2023	1
028-070-017	85 Snowbush Way								1		7/10/2023	1
110-052-001	343 Highway 89								1		7/17/2023	1
133-340-004	525 Redtail Loop								1		5/17/2023	1
103-490-049	502 Marina Drive								1		6/28/2023	1
110-081-007	302 Highway 89								1		4/10/2023	1
004-270-015	801 Powerline Road					1					7/28/2023	1
123-231-020	516 Eunika Springs Drive								1		8/22/2023	1
110-084-010	441 Main Street								1		2/7/2023	1
117-380-012	1250 Quincy LaPorte								1		5/18/2023	1
103-350-020	10 Walsh Court								1		9/20/2023	1
123-231-034	480 Eunika Springs Drive								1		6/6/2023	1
123-200-024	210 Gold Nugget Lane								1		5/10/2023	1
110-019-007	311 Fish Street								1		7/6/2023	1
025-440-018	5580 Money Road								1		11/15/2023	1
113-220-008	807 Bucks Lake Road					1					5/10/2023	1
004-080-013	308 County Road					1					6/29/2023	1
108-132-002	5955 Highway 147								1		10/5/2023	1
004-450-006	6042 North Arm Road					1					7/11/2023	1
004-180-010	6180 North Valley Road					1					8/16/2023	1
004-080-031	418 Williams Valley Road					1					11/9/2023	1
126-210-030	5215 Gold Spike Lane								1		5/10/2023	1
110-132-047	213 Jessie Street					1					8/6/2023	1
025-430-017	7777 Berkeley Canyon Road					1					4/26/2023	1
104-352-021	2667 Evergreen Circle								1		3/13/2023	1
110-032-007	225 Kinder Avenue					1					11/8/2023	1
025-230-016	9900 Carmen Valley Trail								1		10/20/2023	1
110-084-018	421 Main Street					1					10/25/2023	1
110-081-005	213 988 Street					1					7/11/2023	1
004-070-021	174 Williams Valley Road					1					3/3/2023	1
110-084-019	421 Main Street					1					10/25/2023	1
110-131-008	229 Cleaveland Street					1					10/26/2023	1
005-035-010	290 Heron Avenue					1					9/30/2023	1

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units Affordability by Household Income - Certificates of Occupancy											
Current APN	Street Address	Project Name*	10						11		12
			Very Low- Income Deed Restricted	Very Low- Income Non- Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non- Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of housing (see instructions) 2018-2023	
			n	n	n	n	n	n	n	n	
102-081-006	1280 Lassen View Drive									0	
102-322-014	502 Peninsula Drive									0	
100-410-022	534 Wilshire Road									0	
008-430-005	10287 Franchman Blvd									0	
010-010-053	2503 Middletown Road									0	
011-210-015	7050 Rin Drive									0	
128-081-003	1670 Valley View Drive									0	
128-320-003	6307 Puma McLean Road									0	
110-072-032	500 Main Street									0	
110-072-032	500 Main Street									0	
025-240-105	7805 Buckhead Road									0	
004-280-007	1533 Williams Valley Road									0	
010-240-000	760 Monument Lane									0	
103-240-005	158 Dimona Drive									0	
103-220-015	627 Bailey Creek Road									0	
102-383-007	707 Lake Ridge Road									0	
028-090-013	225 Red Hawk									0	
102-111-006	1217 Peninsula Drive									0	
104-372-008	452 Phoenicia Drive									0	
108-271-006	317 Racoon Trail									0	
004-290-029	910 North Arm Road									0	
123-290-029	145 Smith Creek Road									0	
100-010-009	665 Feather River Drive									0	
128-290-001	6760 Sycamore Road									0	
108-300-025	246 Dogey Loop									0	
102-021-004	1413 Lassen View Drive									0	
117-370-010	2718 Malibu Lane									0	
004-070-049	149 Puma Valley Road									0	
102-622-004	1114 Lake Ridge Road									0	
100-125-001	11 Puma Trail									0	
112-113-004	1366 Fern Drive									0	
102-142-008	1041 Peninsula Drive									0	
011-241-004	7137 Chester Warner Valley Road									0	
004-070-006	741 Williams Valley Road									0	
110-081-020	660 Main Street									0	
110-072-007	547 Main Street									0	
100-303-002	851 Lomana Drive									0	
100-481-023	220 Farrer Drive									0	
103-240-021	108 Walsh Court									0	
108-212-008	388 Lake Almond Wood Drive									0	
102-191-018	620 Lake Ridge Road									0	
131-350-014	903 Great Spirt									0	
028-040-009	162 Arroyo Road									0	
123-320-005	432 Eureka Springs Drive									0	
103-180-004	225 Bailey Creek Drive									0	
108-200-008	302 Lake Almond Wood Drive									0	
108-300-004	237 Dogey Loop									0	
100-130-014	477 Cross Street									0	
104-112-003	244 Peninsula Drive									0	
105-500-021	236 Tamara Drive									0	
103-500-044	203 Tamara Drive									0	
102-150-018	968 Peninsula Drive									0	
102-150-019	966 Peninsula Drive									0	
104-131-020	177 Peninsula Drive									0	
108-112-001	238 Lake Almond Wood Drive									0	
123-221-013	348 Smith Creek Road									0	
103-180-009	213 Fiat Way									0	
001-361-002	20738 Highway 89							1	11/4/2023	1	
028-070-017	85 Smeeth Way									0	
110-032-001	343 Highway 89									0	
133-340-004	520 Redtail Loop									0	
103-490-049	502 Marina Drive									0	
110-051-007	302 Highway 89							1	2/6/2023	1	
004-270-015	801 Powertine Road									0	
123-321-020	510 Eureka Springs Drive									0	
110-064-010	441 Main Street									0	
117-360-012	1200 Quincy LaPorte									0	
103-350-029	19 Walsh Court									0	
123-231-024	480 Eureka Springs Drive									0	
123-290-024	270 Gold Nugget Lane									0	
110-019-007	311 Fiat Street									0	
025-440-016	5880 Money Road									0	
113-220-008	8071 Bucks Lake Road									0	
004-080-013	309 Country Road					1			11/29/2023	1	
106-130-002	5850 Highway 147							1	1/6/2023	1	
004-400-008	6042 North Arm Road					1			12/29/2023	1	
004-180-010	6190 North Valley Road									0	
004-050-031	418 Williams Valley Road									0	
128-210-030	5215 Gold Spike Lane							1	10/20/2023	1	
110-130-047	213 Justice Street									0	
025-430-017	7777 Beckwith Colina Road									0	
104-350-021	3567 Evergreen Circle									0	
110-032-007	220 Kinler Avenue									0	
025-230-016	9900 Carmen Valley Trail							1	1/25/2023	1	
110-064-019	421 Main Street									0	
110-061-005	213 Main Street					1			5/26/2023	1	
004-070-021	174 Williams Valley Road					1			10/1/2023	1	
110-064-019	421 Main Street									0	
110-131-008	220 Crescent Street									0	
005-030-010	200 Harmon Avenue									0	

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier				Unit Types		Affordability by Household Income - Completed Entitlement								# of Units Inward Entitlement	
1	2	3	4	5	6	7								8	
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFD, SFD-T, SFD-TL, SFD-TLH)	Temere (R/Owner)	Very Low Income (Deed Restricted)	Very Low Income (Non-Deed Restricted)	Low Income (Deed Restricted)	Low Income (Non-Deed Restricted)	Moderate Income (Deed Restricted)	Moderate Income (Non-Deed Restricted)	Above Moderate Income	Entitlement Sub-Approve	# of Units Inward Entitlement
<b>Summary Row: Sheet Data Entry Below</b>															
	100-081-006	1289 Lassen View Drive		23-261	ADU	O		1						6/14/2023	1
	100-322-014	502 Penneke Drive		23-728	ADU	O		1						10/24/2023	1
	100-419-022	534 Withube Road		23-111	SFD	O						1		6/16/2023	1
	008-438-008	10267 Frenchman Blvd		23-372	SFD	O						1		4/24/2023	1
	010-010-053	2593 Madeline Road		23-242	SFD	O						1		7/13/2023	1
	011-219-015	7050 Rice Drive		23-1257	SFD	O						1		6/29/2023	1
	128-081-003	1676 Valley View Drive		23-1256	SFD	O						1		6/28/2023	1
	128-320-003	6327 Purkiss McLane Road		23-1216	SFD	O						1		5/9/2023	1
	110-072-032	508 Man Street		23-1054	SFD	O						1		7/17/2023	1
	110-072-032	508 Man Street		23-1055	SFD	O						1		7/17/2023	1
	025-240-105	7805 Buckhead Road		19-978	SFD	O						1		6/20/2023	1
	004-286-027	1533 Williams Valley Road		23-836	SFD	O						1		2/21/2023	1
	010-240-009	780 Monument Lane		23-1286	SFD	O						1		9/11/2023	1
	103-240-005	158 Chimes Drive		23-650	SFD	O						1		9/20/2023	1
	103-220-015	627 Bailey Creek Road		23-686	SFD	O						1		9/22/2023	1
	102-383-007	707 Lake Ridge Road		23-1113	SFD	O						1		11/02/2023	1
	028-090-013	225 Red Hawk		23-774	SFD	O						1		6/5/2023	1
	102-111-006	1217 Penneke Drive		23-60	SFD	O						1		5/10/2023	1
	104-372-006	452 Pioneros Drive		23-1213	SFD	O						1		5/15/2023	1
	108-271-006	317 Ravenna Trail		21-687	SFD	O						1		11/02/2023	1
	004-290-029	910 North Ann Road		23-1297	SFD	O						1		9/6/2023	1
	123-290-039	145 Smith Creek Road		23-1239	SFD	O						1		8/12/2023	1
	100-010-009	665 Feather River Drive		23-1280	SFD	O						1		5/24/2023	1
	126-290-001	6760 Ryan Road		23-792	SFD	O						1		4/13/2023	1
	108-300-025	245 Dupuy Loop		23-1302	SFD	O						1		6/12/2023	1
	102-021-004	1413 Lassen View Drive		23-668	SFD	O						1		4/12/2023	1
	117-030-010	2719 Madeline Lane		23-1226	SFD	O						1		10/25/2023	1
	004-070-049	149 Purkiss Valley Road		23-1144	SFD	O						1		4/12/2023	1
	102-622-004	1114 Lake Ridge Road		23-683	SFD	O						1		4/13/2023	1
	130-125-001	11 Peake Trail		23-675	SFD	O						1		4/24/2023	1
	112-113-004	1336 Fern Drive		23-749	SFD	O						1		9/11/2023	1
	100-142-006	1041 Penneke Drive		23-240	SFD	O						1		7/25/2023	1
	011-241-004	7137 Chester Warner Valley Road		23-1180	SFD	O						1		7/3/2023	1
	004-070-006	741 Williams Valley Road		23-113	SFD	O						1		8/29/2023	1
	110-081-030	660 Man Street		23-1204	SFD	O						1		3/6/2023	1
	110-072-007	547 Man Street		23-1267	SFD	O						1		5/3/2023	1
	100-303-002	851 Lorraine Drive		23-795	SFD	O						1		11/6/2023	1
	100-481-023	225 Farns Drive		23-673	SFD	O						1		8/7/2023	1
	103-240-021	108 Walsh Court		23-1269	SFD	O						1		7/24/2023	1
	108-112-008	388 Lake Almanor West Drive		23-619	SFD	O						1		6/26/2023	1
	102-101-018	820 Lake Ridge Road		23-546	SFD	O						1		5/31/2023	1
	131-350-014	963 Grand Spire		22-674	SFD	O						1		7/5/2023	1
	028-040-009	162 Arrowhead Road		23-884	SFD	O						1		5/23/2023	1
	123-320-005	432 Eureka Springs Drive		23-76	SFD	O						1		6/9/2023	1
	103-180-004	225 Bailey Creek Drive		23-109	SFD	O						1		9/19/2023	1
	108-202-006	352 Lake Almanor West Drive		23-687	SFD	O						1		3/29/2023	1
	108-300-004	257 Dupuy Loop		21-668	SFD	O						1		11/02/2023	1
	100-132-014	477 Ocean Street		23-1312	SFD	O						1		7/11/2023	1
	104-112-003	244 Penneke Drive		23-605	SFD	O						1		10/20/2023	1
	105-030-021	236 Terranova Drive		23-630	SFD	O						1		9/13/2023	1
	103-050-044	203 Terranova Drive		23-633	SFD	O						1		10/10/2023	1
	102-152-018	988 Penneke Drive		23-543	SFD	O						1		9/22/2023	1
	102-152-019	966 Penneke Drive		23-1258	SFD	O						1		9/15/2023	1
	104-131-020	177 Penneke Drive		23-1260	SFD	O						1		7/19/2023	1
	108-122-001	295 Lake Almanor West Drive		23-160	SFD	O						1		6/29/2023	1
	123-221-013	348 Smith Creek Road		23-378	SFD	O						1		5/25/2023	1
	103-160-009	213 Fish Way		23-1315	SFD	O						1		6/8/2023	1
	001-381-002	2978 Highway 89		23-1121	SFD	O						1		4/4/2023	1
	028-070-017	85 Snowbush Way		23-165	SFD	O						1		7/10/2023	1
	110-052-001	343 Highway 89		23-1276	SFD	O						1		7/17/2023	1
	133-340-034	525 Redtail Loop		23-1242	SFD	O						1		9/12/2023	1
	103-490-049	502 Merina Drive		23-1300	SFD	O						1		6/28/2023	1
	110-051-007	302 Highway 89		23-1281	SFD	O						1		4/10/2023	1
	004-070-015	801 Powdine Road		23-1284	SFD	O						1		7/28/2023	1
	123-231-020	510 Eureka Springs Drive		23-116	SFD	O						1		8/22/2023	1
	110-064-010	447 Man Street		23-128	SFD	O						1		3/7/2023	1
	117-360-012	1200 Quincy LaPorte		23-1275	SFD	O						1		5/16/2023	1
	103-350-029	19 Walsh Court		22-987	SFD	O						1		9/20/2023	1
	123-231-024	480 Eureka Springs Drive		23-985	SFD	O						1		6/6/2023	1
	123-290-024	270 Gold Nugget Lane		21-977	SFD	O						1		5/10/2023	1
	110-019-007	311 First Street		23-200	SFD	O						1		7/5/2023	1
	025-440-016	5980 Money Road		23-796	MH	O						1		11/16/2023	1
	113-220-008	8071 Bucks Lake Road		23-1079	MH	O						1		5/10/2023	1
	004-060-013	309 Country Road		23-1221	MH	O						1		8/29/2023	1
	106-132-002	9905 Highway 147		23-955	MH	O						1		10/5/2023	1
	004-030-006	6042 North Ann Road		23-1288	MH	O						1		7/11/2023	1
	004-150-010	6100 North Valley Road		23-454	MH	O						1		8/16/2023	1
	004-050-031	418 Williams Valley Road		23-752	MH	O						1		11/9/2023	1
	126-210-030	5215 Gold Spike Lane		23-1279	MH	O						1		5/10/2023	1
	110-132-047	213 Jessie Street		23-347	MH	O						1		8/9/2023	1
	025-420-017	7777 Beckenworth Caprine Road		23-1217	MH	O						1		4/24/2023	1
	104-032-021	3567 Evergreen Circle		23-1253	MH	O						1		3/13/2023	1
	110-032-007	220 Kinder Avenue		23-751	MH	O						1		11/8/2023	1
	025-230-016	8900 Carmen Valley Trail		23-765	MH	O						1		10/20/2023	1
	110-064-019	421 Man Street		23-721	MH	O						1		10/25/2023	1
	110-061-005	213 MH Street		23-1080	MH	O						1		7/11/2023	1
	004-070-021	174 Williams Valley Road		23-1133	MH	O						1		3/30/2023	1
	110-064-019	421 Man Street		23-723	MH	O						1		10/25/2023	1
	110-131-006	220 Crescent Street		23-734	MH	O						1		10/28/2023	1
	005-035-010	250 Hancock Avenue		23-369	MH	O						1		9/20/2023	1

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier			13	14	15	16	17	18	19	Demolished/Destroyed Units			Density Bonus		
Current APN	Street Address	Project Name	How many of the units were Economically Low Income?	Streamlining	Infill	Housing with Financial Assistance or Dead Restrictions	Housing without Financial Assistance or Dead Restrictions	Term of Affordability or Dead Restriction (years) (if applicable to projects under 1000')	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished or Destroyed Units	Total Density Bonus Applied to the Project (Percentage Increase to Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the Incentives, Concessions, Waivers, and Modifications (Including Parking Waivers or Parking Reductions)	Did the project receive a reduction or waiver of parking standards? (Y/N)
103-061-006	1289 Lassen View Drive		0	NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
103-322-014	502 Peninsula Drive		0	NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
104-410-022	534 Wilshire Road			NONE	N										
008-430-005	10287 Fanchuan Blvd			NONE	N										
010-010-003	2593 Matilda Road			NONE	N										
011-210-015	7050 Rin Drive			NONE	N				1	Destroyed	O				
128-081-003	1678 Valley View Drive			NONE	N										
126-320-003	6207 Purdie McLean Road			NONE	N										
110-072-032	509 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-072-032	509 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
025-240-105	7805 Buckhead Road			NONE	N										
004-280-007	1533 Wilkins Valley Road			NONE	N				1	Destroyed	O				
010-240-009	703 Monument Lane			NONE	N										
103-240-005	158 Danmore Drive			NONE	N										
103-220-015	627 Babay Creek Road			NONE	N										
102-363-007	707 Lake Ridge Road			NONE	N										
028-090-013	225 Red Hawk			NONE	N										
103-111-006	1217 Peninsula Drive			NONE	N										
104-372-008	452 Promenade Drive			NONE	N										
108-271-006	317 Reardon Trail			NONE	N										
004-290-009	910 North Ann Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
123-290-009	145 Smith Creek Road			NONE	N										
105-010-009	665 Feather Row Drive			NONE	N										
126-290-001	6150 Sylva Road			NONE	N										
108-300-025	246 Oakley Loop			NONE	N										
102-021-004	1413 Lassen View Drive			NONE	N										
117-370-010	2719 Malibu Lane			NONE	N										
004-070-049	149 Pucka Valley Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
103-022-004	1114 Lake Ridge Road			NONE	N										
103-125-001	11 Puka Trail			NONE	N										
112-113-004	1396 Fern Drive			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
103-142-006	1041 Peninsula Drive			NONE	N										
011-241-004	7137 Cheater Warner Valley Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
004-270-006	741 Wilkins Valley Road			NONE	N				1	Destroyed	O				
110-081-020	660 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
110-072-007	547 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
105-303-002	851 Lonsdale Drive			NONE	N										
103-481-023	225 Farns Drive			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
103-040-021	108 Wash Court			NONE	N										
108-212-008	388 Lake Almoner West Drive			NONE	N										
102-191-018	805 Lake Ridge Road			NONE	N										
131-350-014	983 Great Spirt			NONE	N										
028-040-009	182 Armatof Road			NONE	N										
123-300-006	432 Eureka Springs Drive			NONE	N										
103-180-004	225 Babay Creek Drive			NONE	N										
108-302-008	352 Lake Almoner West Drive			NONE	N										
108-300-004	257 Oakley Loop			NONE	N										
100-132-014	477 Cross Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
104-112-003	244 Peninsula Drive			NONE	N										
105-000-021	236 Temerosa Drive			NONE	N										
103-000-044	293 Temerosa Drive			NONE	N										
103-152-018	968 Peninsula Drive			NONE	N										
103-152-019	968 Peninsula Drive			NONE	N										
104-131-020	177 Peninsula Drive			NONE	N										
108-122-001	288 Lake Almoner West Drive			NONE	N										
123-221-013	348 Smith Creek Road			NONE	N										
103-160-009	213 Flit Way			NONE	N										
001-061-002	2978 Highway 89			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
028-070-017	85 Snowbush Way			NONE	N										
110-052-001	343 Highway 89			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
103-340-004	525 Redtail Loop			NONE	N										
103-490-049	502 Marina Drive			NONE	N										
110-051-007	302 Highway 89			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
004-270-015	801 Powerline Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
123-231-020	510 Eureka Springs Drive			NONE	N										
110-064-010	441 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
117-380-012	1280 Quarry Lane			NONE	N										
103-350-020	19 Wash Court			NONE	N										
123-231-024	480 Eureka Springs Drive			NONE	N										
123-290-024	270 Gold Nugget Lane			NONE	N										
110-019-007	311 Fox Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
025-440-018	5580 Mincey Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
113-220-008	8071 Buca Lake Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
004-060-013	309 County Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
106-132-002	5955 Highway 147			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
004-400-008	6042 North Ann Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
004-150-010	6190 North Valley Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
004-050-031	418 Wilkins Valley Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
126-210-020	5215 Gold Spike Lane			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-132-047	213 Jewett Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
026-420-017	7777 Benchmark Caline Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
104-352-021	3957 Evergreen Circle			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-032-007	220 Kinkor Avenue			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
025-230-016	9800 Carmen Valley Trail			NONE	N										
110-064-019	421 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-081-008	213 Mill Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				
004-070-021	174 Wilkins Valley Road			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-064-019	421 Main Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
110-131-006	220 Crescent Street			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area								
005-035-010	290 Harmon Avenue			NONE	N		Based on Census Block Group Income Data and Anticipated Sales Price Compared to Sales Price of Equivalent Units in the Area		1	Destroyed	O				

Jurisdiction	Plumas County - Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B															
Regional Housing Needs Allocation Progress															
Permitted Units Issued by Affordability															
Income Level		1 RHNA Allocation by Income Level	Projection Period - 01/01/2019- 08/30/2019	2								3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level		
				2019	2020	2021	2022	2023	2024						
Very Low	Deed Restricted	5	-	-	-	-	-	-	-	-	-	-	-	15	-
	Non-Deed Restricted		-	-	-	13	-	2	-	-	-	-	-		
Low	Deed Restricted	3	-	-	-	-	-	-	-	-	-	-	-	30	-
	Non-Deed Restricted		1	-	2	4	8	15	-	-	-	-	-		
Moderate	Deed Restricted	2	-	-	-	-	-	-	-	-	-	-	-	110	-
	Non-Deed Restricted		12	1	13	26	37	21	-	-	-	-	-		
Above Moderate		6	19	11	30	27	29	52	-	-	-	-	-	168	-
Total RHNA		16													
Total Units			32	12	45	70	74	90	-	-	-	-	-	323	-
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).															
		5 Extremely low-Income Need		6								7 Total Units Remaining			
				2019	2020	2021	2022	2023	2024						
Extremely Low-Income Units*		3		-	-	-	-	-	-	-	-	-	-	-	3

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

Jurisdiction	Plumas County - Unincorporated	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction		Plumas County - Unincorporated	
Reporting Year		2023	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Monitor Vacant and Underutilized Sites Inventory	The County will maintain and update an inventory of vacant and underutilized sites that are designated for residential uses. As part of its annual review of progress in implementing the Housing Element, the County will update the inventory, if necessary, to maintain an adequate supply of land consistent with California Government Code Section 65863 and to identify additional areas that may be suitable for higher-density residential development to ensure that a sufficient supply of land is available to achieve the County's RHNA and quantified objectives for moderate and lower-income households. As the Plumas Local Agency Formation Commission (LAFCo) reviews the municipal services provided within the County by the special districts, incorporate the information on services and infrastructure capacity into the inventory analysis.	Annual	As part of the 2019-2024 Housing Element update for Plumas County, adopted on October 15, 2019, the inventory of vacant and underutilized sites was updated. The vacant and underutilized sites inventory is monitored annually and updated as necessary.
Inclusionary Housing Program.	The County, in cooperation with the Plumas County Community Development Commission, will explore the adoption of a local inclusionary housing program. Inclusionary zoning ordinances require developers to include a certain percentage of rental or for-sale units that are affordable to lower-income households as a condition of development.	Explore options of an ordinance by the end of 2020; and if determined to be feasible, adopt an ordinance by the end of 2021.	No inclusionary zoning has been established.
Affordable Housing Trust Fund	The County, in cooperation with the Plumas County Community Development Commission, will assess the feasibility and, if feasible, develop an Affordable Housing Trust Fund to be used for the development of affordable housing in the County.	Assess the feasibility by 2021; and if determined to be feasible, develop by the end of 2022.	No Affordable Housing Trust Fund has been established.
Development Review and Processing Procedures	The County will continually seek to improve development review and procedures to minimize the time and/or cost required for review and project approval.	Annually, starting in June 2020.	As of June 2020, the County annually reviews development review and procedures to minimize the time and/or cost for the review and approval of a project, as well as annually reviews the Plumas County Planning and Building Services Fee Schedule. As an ongoing basis to improve development review and procedures, the Planning Department continually strives to streamline the processing and approval of projects.
Building, Planning, and Zoning Codes	As new California codes are adopted, the County will review Title 8 (Building Regulations) and Title 9 (Planning and Zoning) of the Plumas County Code of Ordinances for current compliance and adopt the necessary revisions so as to further local development objectives.	As new codes are adopted by the state.	Plumas County Planning and Building Services continually monitors newly adopted California codes to ensure compliance with California codes and further local development.
Camping Time Limit	Amend Section 9-2.405 (Camping) of the Plumas County Code to remove the camping limitation on private lands (non-camp ground use) of 120 days in a calendar year to provide for alternative affordable housing opportunities for those that need it, for example, caregivers or property owners that desire to remain on the property while under construction of a dwelling.	Amend by 2020	The amendment to Sec.9-2.405 of Plumas County Code has not occurred. However, as of February 2023, the Plumas County Planning Commission began reviewing Sec. 9-2.405 to make various amendments, one of which includes exploring removal of the 120-day time limit. Although the amendment to Sec. 9-2.405 has not occurred, the Plumas County Zoning Code permits by right in residential zones, one dwelling unit; one guest house (accessory dwelling units in Single-Family and Multiple-Family Residential Zones); and one additional detached dwelling unit on any parcel twice or more the minimum lot area. Additionally, Plumas County Code includes a provision for temporary occupancy, which permits the use of a recreational vehicle, manufactured home, or other building while a permitted building is being constructed, with a maximum occupation time of 18 months (six months for the installation of a permitted manufactured home).
Provide Assistance for Persons with Developmental Disabilities	The County will work with the Far Northern Regional Center to implement an outreach program that informs families in the County about housing and services available for persons with developmental disabilities. This outreach program will also include outreach to potential developers of affordable housing.	Develop an outreach program within one year of adopting the Housing Element and implement the program within six months after it is developed.	No outreach program has been established or implemented.
Reasonable Accommodation and Housing for Persons with Disabilities	The County will adopt a written procedure to make reasonable accommodations (i.e., modifications or exceptions) in its zoning ordinance and other land use regulations and practices when such accommodations may be necessary to afford persons with disabilities, and other special needs, an equal opportunity to use and enjoy a dwelling. The County will also address financial incentives for home developers who address SB 520 (Chesbro, 2001) accessibility issues for persons with disabilities in new construction and retrofitting existing homes. Lastly, the County will review and revise, as necessary, its Zoning Ordinance to ensure the County's definition of "Family" is consistent with federal and state fair housing laws and is not a constraint on the development of housing for persons with disabilities.	Update the Zoning Ordinance by 2021.	An ordinance has not yet been completed or adopted.

Transitional and Supportive Housing and Navigation Centers	Review and revise, as necessary, the Plumas County Zoning Ordinance to define and consider transitional and supportive housing a residential use permitted by right in all zones that permit residential uses, subject to only those restrictions that apply to residential uses of the same type in the same zone. In addition, the County will amend the Zoning Ordinance to allow Low Barrier Navigation Centers pursuant to Government Code Section 65660 – 65668 (AB 101, Weiner, 2019).	Update the Zoning Ordinance by 2021.	No ordinance has been completed or adopted to update the Zoning Ordinance. However, the Plumas County Zoning Code contains many by right non-discretionary processes that apply to transitional housing and supportive housing throughout the County.
Accessory Dwelling Units	Accessory dwelling units (ADU), or second units, can be an affordable housing option and can help meet the needs of many residents. To ensure consistency with state law concerning ADUs (AB 1866 [Wright, 2002], AB 2299 [Bloom, 2016], and SB 1069 [Wieckowski, 2016]), the County will review and revise, as necessary, its Zoning Ordinance to facilitate the development of ADUs.	Update the Zoning Ordinance by 2019.	The Zoning Ordinance was updated in October 2019 to accommodate accessory dwelling units in Single-Family Residential and Multiple-Family Residential zones. Accessory dwelling units in the Single-Family and Multiple-Family Residential zones are a use permitted by right.
Density Bonus Program	State law requires that the County allow more dwellings to be built than the existing development standards allow if a developer agrees to make a certain number of dwellings available to the target income category (e.g., very low, low, and/or moderate income). This provision in state law is commonly referred to as a density bonus provision. The County should actively encourage developers to utilize the density bonus provision and develop affordable housing by providing information about the program at the Planning Department counter, on the County's website, and at applicant pre-application meetings.	Update the Zoning Ordinance by 2021; ongoing as projects are processed through the Planning Department.	No ordinance has been completed or adopted. The program will be implemented, where applicable, to development projects as projects are processed through the Planning Department.
First-Time Homebuyer Program	The Plumas County Community Development Commission will develop a First-Time Homebuyer Program to provide down payment assistance and closing cost assistance to low-income first-time homebuyers. Once developed, the County will refer interested households to the Plumas County Community Development Commission.	Develop program by 2021; then refer interested households to the Plumas County Community Development Commission as they approach the County.	The Plumas County Community Development Commission will create the program and will provide this program once created. The program has not, at this time, been established.
Preserve Assisted Units	To ensure that assisted affordable housing remains affordable, the Plumas County Community Development Commission, in cooperation with the County, will monitor the status of all affordable housing projects and, as their funding sources near expiration, will work with owners and other agencies to consider options to preserve such units. The County and Plumas County Community Development Commission, as appropriate, will also provide technical support to property owners and tenants regarding proper procedures relating to noticing and options for preservation.	Ongoing, as projects approach expiration.	The Plumas County Community Development Commission fulfills this program, in cooperation with the County, as projects approach expiration.
Rehabilitation Program	The Plumas County Community Development Commission, in cooperation with the County, will pursue grant opportunities to reinstate a Housing Rehabilitation Program in the County that provides down payment assistance and rehabilitation services to very low- and low-income households. The Plumas County Community Development Commission, with assistance from the County as appropriate, will promote the availability of funding and resources through public outreach and collaboration with nonprofits, local realtors, lenders, and escrow companies.	Continue to apply annually for various types of grant funding as NOFAs are released.	On an annual basis, the Plumas County Community Development Commission, in cooperation with the County, actively seeks grant opportunities to provide assistance and services to low and very low income households.
Code Enforcement	The County's Code Enforcement Officer handles code enforcement issues on a complaint-driven basis and deals with a variety of issues, including property maintenance, abandoned vehicles, and housing conditions. Complaints are investigated through an established code enforcement process. An Investigative Service Request Form or Complaint Form is mandatory before a complaint is accepted for investigation. The complaint form can be submitted by mail, email, walk-in, or fax. The County will continue to use the Code Enforcement Department, as well as the Plumas County Sheriff's Office and Building Department staff, when needed, to ensure compliance.	Ongoing, as complaints received	The County continually, as complaints are received, uses the Code Enforcement Department, Sheriff's Office, and Building Department staff to ensure compliance with Plumas County Code.

Fair Housing	The County will continue to refer persons experiencing discrimination in housing to the Plumas County Community Development Commission who is the local contact and referral agency. The County and the Plumas County Community Development Commission will cooperate with neighboring jurisdictions, nonprofits, and local organizations that sponsor workshops on fair housing laws and how those who are victims of discrimination can address grievances. Provide notice and educational materials on fair housing rights and equal housing opportunity to residents of Plumas County through the Plumas County Community Development Commission's housing programs and Housing Choice Voucher Program (Section 8) applications. Continue to distribute fair housing information and instructions on how to file a discrimination complaint through resources on the Plumas County Community Development Commission's website at <a href="http://www.plumascdc.org/">http://www.plumascdc.org/</a> and through posters and brochures available at the Plumas County Community Development Commission, County Planning Department counter, Plumas County Library branches, and PCIRC's Quincy Wellness & Family Resource Center and the Portola Family Resource Center.	Ongoing, as complaints are received	The Plumas County Development Commission provides this service. The County continues to refer people experiencing discrimination in housing to the Plumas County Community Development Commission.
Title 24 Energy Efficiency Standards	The County will continue to enforce Title 24 of the California Building Code on all development.	Ongoing	The Building Department reviews and enforces Title 24 Energy Efficiency Standards on all applicable building permits.
Energy Efficiency Programs	The County will work with utility providers (e.g., Liberty Energy, Plumas-Sierra Rural Electric Cooperative, and PG&E) and the Plumas County Community Development Commission to encourage existing income qualifying residents to participate in energy efficiency retrofit programs such as the Low Income Weatherization Program, Low Income Home Energy Assistance Program (HEAP), and Winter Rate Assistance Program (WRAP). The Plumas County Community Development Commission will consider sponsoring an energy awareness program in conjunction with utility providers in Plumas County to educate residents about the benefits of various retrofit programs.	Ongoing	The County, Plumas County Community Development Commission, and utility providers, such as PG&E, encourage residents on an ongoing basis about energy efficiency retrofit programs. The Plumas County Community Development Commission provides readily accessible energy efficiency program information on their website for Plumas County residents.
Housing Condition Survey	The County, in cooperation with the Plumas County Community Development Commission, will conduct a housing condition survey to identify areas of housing deterioration and dilapidation to determine the number of housing units in the unincorporated Plumas County area that are in need of rehabilitation or replacement.	Within the planning period	No housing condition survey has been conducted.
Employee Housing	The Plumas County Zoning Ordinance permits employee housing, meaning dwelling units or manufactured homes, by right, in the County's two agricultural zones; Agricultural Preserve (AP) and General Agriculture (GA). To comply with California Health and Safety Code Sections 17021.5 and 17021.6 the County will review and revise, as necessary, its Zoning Ordinance to ensure employee housing cannot be deemed a use that implies that the employee housing is an activity that differs in any other way from an agricultural use, and the permitted occupancy and definition of employee housing in an agricultural zone must include agricultural employees who do not work on the property where the employee housing is located.	Update the Zoning Ordinance by 2020	No update to the Zoning Ordinance has been developed or adopted.
Housing for Lower Income and Extremely Low-Income Households	The County will proactively encourage and facilitate the development of affordable housing for lower income households through actions such as providing regulatory incentives, reducing or waiving development fees, and outreaching to nonprofits and affordable housing developers to assist in the application for state and federal funding sources. In addition, the Plumas County Community Development Commission, in collaboration with the County, will explore the feasibility of preserving and rehabilitating existing older (structurally sound) motels in Plumas County suitable for single-room occupancy (SRO) units.	Bi-annual review and outreach and assess the feasibility of SRO units by 2021; and if determined to be feasible, apply annually thereafter for various types of grant funding as NOFAs are released	The County encourages the development of affordable housing for lower income households and plans to actively seek housing developers for the development of affordable housing.
Emergency Shelter Development	The County will amend the Zoning Ordinance to allow emergency shelters as a permitted use in the Multiple-Family Residential (M-R) zone without a conditional use permit or other discretionary review. Emergency shelters will not be subject to additional development standards, processing, or regulatory requirements beyond what applies to residential development in the M-R zone. In addition, the County will evaluate adopting development and managerial standards that are consistent with California Government Code Section 65583(a)(4).	Update the Zoning Ordinance by 2019	The Zoning Ordinance was updated in October 2019 to accommodate emergency shelters in the Multiple-Family Residential zone (M-R). Emergency shelters in the M-R zone are a use permitted by right and does not require discretionary review.
Housing Choice Voucher Program	The Plumas County Community Development Commission, in cooperation with the County, will continue to manage the Housing Choice Voucher Program (Section 8) for Plumas, Lassen, Sierra, and Tehama counties to assist eligible tenants by paying a portion of the rent to a landlord for a privately leased unit. Promote the Housing Choice Voucher Program and distribute program information through resources on the Plumas County Community Development Commission website at <a href="http://www.plumascdc.org/">http://www.plumascdc.org/</a> and through posters and brochures available at the Plumas County Community Development Commission, County Planning Department counter, and Plumas County Library branches.	Ongoing, and resolution as needed	The Plumas County Community Development Commission provides this service (Section 8).
Water and Sewer Infrastructure	In cooperation with special districts, the Plumas County Community Development Commission will continue to seek funding for water and sewer infrastructure repairs, upgrades, and new facilities.	Continue to apply as NOFAs are released	The Plumas County Community Development Commission provides this service.

Community Development Block Grant Funding	The County will support the Plumas County Community Development Commission when applying for Community Development Block Grant (CDBG) program funding.	Ongoing, as NOFAs are released	The Plumas County Community Development Commission fulfills this program and the County provides support to the Plumas County Community Development Commission as opportunities arise.
Mobile Home Parks	The County, in coordination with HCD, will review and evaluate the housing conditions of tenants of mobile home parks and identify strategies to address the needs, as appropriate, including seeking technical assistance and financial resources from HCD.	Review, annually	The Plumas County Housing Element was updated at the end of 2019; therefore, no review and evaluation has been conducted for mobile home parks in Plumas County.

<b>Jurisdiction</b>	Plumas County - Unincorporated	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at <a href="mailto:apr@hcd.ca.gov">apr@hcd.ca.gov</a> and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the checklist here: <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

<b>Jurisdiction</b>	Plumas County - Unincorporated	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

**Table F2**

**Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2**

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion						Units credited toward Moderate Income RHNA		Notes	
1					2	3	4						5		6	
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

<b>Jurisdiction</b>	Plumas County - Unincorporated	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

**NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

**Table G**

**Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of**

Project Identifier						
1			2		3	4
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

<b>Jurisdiction</b>	Plumas County - Unincorporated	<b>NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns</b>	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
<b>Reporting Period</b>	2023 (Jan. 1 - Dec. 31)		

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

For Plumas County jurisdictions, please format the APN's as follows:999-999-999-999

<b>Table H</b>						
<b>Locally Owned Surplus Sites</b>						
<b>Parcel Identifier</b>				<b>Designation</b>	<b>Size</b>	<b>Notes</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>APN</b>	<b>Street Address/Intersection</b>	<b>Existing Use</b>	<b>Number of Units</b>	<b>Surplus Designation</b>	<b>Parcel Size (in acres)</b>	<b>Notes</b>
Summary Row: Start Data Entry Below						

<b>Jurisdiction</b>	Plumas County - Unincorporated	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

**NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY.** This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

## ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table J

**Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915**

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

# ANNUAL ELEMENT PROGRESS REPORT

<b>Jurisdiction</b>	Plumas County - Unincorporated	
<b>Reporting Period</b>	2023	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	08/31/2019 - 08/31/2024

**Table K**  
**Tenant Preference Policy**

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

<b>Does the Jurisdiction have a local tenant preference policy?</b>	No	
<b>If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.</b>		
<b>Notes</b>		





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

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

**FROM:** Julie White, Treasurer/Tax Collector

**MEETING DATE:** March 19, 2024

**SUBJECT:** Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Four/Fifths Roll Call Vote

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**Recommendation:**

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; **Four/Fifths Roll Call Vote**

**Background and Discussion:**

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board's own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for "investigative" services directed at the Office of the Sheriff.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein.

In addition to the above, a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein, and is submitted now in response to comments made by County Counsel recommending the submission of a request for reimbursement of fees incurred on and after January 1, 2024.

All invoices on which payment is requested are attached. This is a request for payments of fees going forward

in an amount not to exceed \$50,000, based on the terms of engagement. The terms of engagement (“Engagement Letter”) are also attached. Should fees exceed that amount, a further request under Government Code section 31000.6 will be submitted.

**Action:**

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; **Four/Fifths Roll Call Vote**

**Fiscal Impact:**

General Fund Impact

**Attachments:**

1. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred on or before 12 31 23
2. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred after 01 01 24
3. County-Financial-Policy



Christopher J. Bakes  
2020 West El Camino Avenue, Suite 700  
Sacramento, California 95833  
Christopher.Bakes@lewisbrisbois.com  
Direct: 916.646.8275

February 20, 2024

File No. 45394.02

**VIA E-MAIL AND FED EX**

Board of Supervisors for the County of Plumas,  
via  
Josh Brechtel, Esq.  
[[joshbrechtel@countyofplumas.com](mailto:joshbrechtel@countyofplumas.com)]  
Sara James, Esq.  
[[SaraJames@countyofplumas.com](mailto:SaraJames@countyofplumas.com)]  
Office of the County Counsel  
County of Plumas  
520 Main Street, Room 302  
Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and before December 31, 2023

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board’s own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for “investigative” services directed at the Office of the Sheriff.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein.

Board of Supervisors for the County of Plumas  
Josh Brechtel, Esq.  
Sara James, Esq.  
February 20, 2024  
Page 2

All invoices on which payment is requested are attached. The terms of engagement (“Engagement Letter”) are also attached.

Very truly yours,



Christopher J. Bakes of  
LEWIS BRISBOIS BISGAARD &  
SMITH LLP

CJB:amf  
Enclosures:

- (1) 2023 table re 2023 fees
- (2) Engagement Letter

**JULIE WHITE**  
Billed Legal Fees and Costs 2023

Month	Timekeepers / billable rate (p/h)	Activity	Time billed	Dollar value of time billed/costs incurred
<b>2023</b>				
<b>September</b>	J. Brooks (JB) \$190.00 p/h (discounted) C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: 14, 15, 18, and 29.	JB: 3.9 hours	JB: \$741  <b>Sub-total: \$741</b>
<b>October</b>	J. Brooks C. Bakes	Activity billed by JB on following dates: 2, 3, 5, 6, 9, 11, 12, 13, 16, 20, 27, 30, 31  Activity billed by CB on following dates: 2, 3, 5, 6, 9, 11, 13, 16, 17, 18, 19, 20, 23, 24	JB: 9.6 hours  CB: 60 hours	JB: \$1,824  CB: \$25,500  Costs incurred: \$85.78  <b>Sub-total: \$27,409</b>
<b>November</b>	J. Brooks C. Bakes	Activity billed by JB on following dates: 10, 13, 14, 17, 20, 22, 27.  Activity billed by CB on following dates: 7, 8, 9, 10, 13, 14, 15, 17, 20, 21, 22, 27.	JB: 6.1 hours  CB: 41.4 hours	JB: \$1,159  CB: \$17,595  <b>Sub-total: \$18,754</b>
<b>December</b>	J. Brooks C. Bakes	Activity billed by JB on following dates: 16, 19, 29.  Activity billed by CB on following dates: 5, 7, 11, 20, 29	JB: .90 hours  CB: 7.70 hours	JB: \$171.00  CB: \$3,272.50  <b>Sub- total: \$3,442.50</b>
				<b>2023</b> <b>Total: \$50,346.50</b>



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2020 West El Camino Avenue, Suite 700  
Sacramento, California 95833  
Christopher.Bakes@lewisbrisbois.com  
Direct: 916.646.8275

September 14, 2023

**VIA ELECTRONIC MAIL ONLY**

Julie White  
E-Mail: julienortonwhite@gmail.com

Re: Engagement Letter

Dear Ms. White:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP (“LBBS” or “the Firm”) and Julie White (“You”); 2) define the scope of the Firm’s representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as “Engagement Letter” or the “Agreement.”

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Julie White. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

**A. Identification**

Client(s): Julie White

Matter: Julie White v. Plumas County

**B. Hourly rates for legal personnel**

\$550 Partners

\$400 Associates with 4 or more years of practice

\$190 Associates with less than 4 years of practice

\$150 Paralegals

\$150 Law Clerks

**C. Standard charges**

We charge for our time in minimum units of .1 hours (6 minutes).

**D. Costs and expenses incurred on Your behalf may include but are not limited to:**

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour



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Christopher.Bakes@lewisbrisbois.com  
Direct: 916.646.8275

February 20, 2024

File No. 45394.02

**VIA E-MAIL AND FED EX**

Board of Supervisors for the County of Plumas,  
via  
Josh Brechtel, Esq.  
[[joshbrechtel@countyofplumas.com](mailto:joshbrechtel@countyofplumas.com)]  
Sara James, Esq.  
[[SaraJames@countyofplumas.com](mailto:SaraJames@countyofplumas.com)]  
Office of the County Counsel  
County of Plumas  
520 Main Street, Room 302  
Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and subsequent to January 1, 2024

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

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Board of Supervisors for the County of Plumas  
Josh Brechtel, Esq.  
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February 20, 2024  
Page 2

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Christopher J. Bakes of  
LEWIS BRISBOIS BISGAARD &  
SMITH LLP

CJB:amf

Enclosures:

- (1) 2024 table re 2024 fees
- (2) Engagement Letter

**JULIE WHITE**  
Billed Legal Fees and Costs 2024

<b>2024 [to and through February 13, 2024]</b>				
<b>Month</b>	<b>Timekeepers / billable rate (p/h)</b>	<b>Activity</b>	<b>Time billed</b>	<b>Dollar value of time billed/costs incurred</b>
<b>January-February</b>	J. Brooks (JB) \$190.00 p/h (discounted)  C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: <b>Jan.</b> 2, 3, 8, 9, 11, 22, 23. <b>Feb.</b> 1, 2, 3, 5, 6, 9, 12, 13.  Activity billed by CB on following dates: <b>Jan.</b> 1, 2 (including travel time), 3, 12, 16, 18, 22, 23, 25, 26, 29, 30, 31. <b>Feb.</b> 4, 5 (including travel time), 6 (including travel time), 12.  Does not include time billed for Feb. 14-16.	JB: 23.00  CB: 76.60	JB: \$4,484  CB: \$32,555  Costs incurred: \$100.45  <b>Sub-total: \$37,039</b>
				<b>2024</b> <b>Total: \$37,139.45</b>



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Sacramento, California 95833  
Christopher.Bakes@lewisbrisbois.com  
Direct: 916.646.8275

September 14, 2023

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Julie White  
E-Mail: julienortonwhite@gmail.com

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Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour

## **1. PURPOSE**

Promoting financial integrity is an important priority in the County of Plumas (the County). The following Financial Policies and guidelines establish the framework for the County's overall fiscal planning and management.

These policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated.

These policies may be amended from time to time by a majority vote of the Board of Supervisors (the Board), except those sections that require a 4/5<sup>th</sup> vote to permanently change specific requirements. The Board may, however, by 4/5<sup>th</sup> vote, suspend or alter any of these specific requirements sections on a one-time-only basis for one year, without permanently amending these policies.

## **2. REVIEW AND REVISION POLICY**

These Financial Policies will be reviewed annually and maintained by the County Administrative Office and the Auditor/Controller Office for appropriateness and comparability with other jurisdictions, or more frequently if a need for review is identified. See Appendix A: Maintenance of Policies.

## **3. BALANCED BUDGET POLICY**

The provision of the California Government Code (County Budget Act, §29000 et al.) shall control the preparation, consideration, adoption, and execution of the budget of the County. The California State Controller's Office requires the County's budget to be balanced (*Accounting Standards and Procedures for Counties* manual, Chapter 2.37). The County shall annually prepare, adopt, and execute a budget for such funds as may be required by law or by sound financial practices and by generally accepted accounting principles. The budget shall control the collection of revenue and the expenditure of money for all County purposes during the ensuing fiscal year. The County budget shall be balanced within all available operating revenues, including fund balance, and adopted by the Board.

The County Administrative Office (CAO) is responsible for submitting an annual recommended budget to the Board for consideration and adoption, administering the adopted budget, and exercising continuous expenditure control. The CAO works closely with the Auditor/Controller in the preparation and execution of the budget.

## **4. BUDGETARY CONTROLS POLICY**

The County Budget Act (Chapter 1, Division 3, Title 3 of the Government Code, Chapter 1. Budget and Tax Levy) controls the budgeting of governmental funds. Except as otherwise specifically provided in this policy, the County has elected to apply the same budgetary controls to proprietary funds.

Government Code (GC) Section 29125 and 29130 define actions which may be taken by the Board of Supervisors for transfers or revisions to the adopted appropriations and allows the Board to delegate certain authority to the CAO or Auditor/Controller. The County's Administrative Policy – Budgetary Authority and Procedure outlines the authorities of the Board per Government Code and serves to delegate certain authority to the CAO, Auditor/Controller and Department Heads. The County's Administrative Policy – Budgetary Authority and Procedures is available on the County Counsel's website.

Through County policy, certain limitations on revisions and transfers of appropriations are deemed necessary to maintain fiscal and budgetary controls, aside from those specified in the Government Code.

Per GC Section 29009, "In the recommended, adopted, and final budgets, the funding sources shall equal the financing uses." This means that even though authorities exist to transfer appropriations or the otherwise make appropriations available, each governmental fund budget must remain in balance.

Per GC Section 25260 through 25261, the Board has the authority to create proprietary funds and to make funding available to maintain their solvency. Per GC Section 29141, the adopted budget shall include a schedule showing the managerial budget for each proprietary fund, but adjustments to the adopted budget are not covered in the County Budget Act and GC Section 29009 does not apply.

## **5. REVENUE POLICIES**

The County is committed to discal sustainability through revenue diversification and stability to shelter the County from adverse fluctuations and economic downturns.

### Revenue Diversification for Fiscal Sustainability

Generally, current revenues will fund current expenditures. The County will maintain a revenue system that is as diversified and stable as possible to protect programs and services from short-term fluctuations in any single revenue source and ensure that the County can continue those programs and services to its citizens.

The County shall strive to diversify its economic base by encouraging commercial and, in particular, industrial development and associated revenues. Such business and industry must be in accord with the plans and ordinances of the County, and their future economic impacts on governmental services must be accounted for with such funding mechanisms as impact fees and/or development agreements to provide fiscal sustainability.

### Revenue Collection

The County's single largest source of discretionary revenues is property taxes. The County's goal is to maintain a secured property tax collection rate of at least 95% in the year levied.

The County will aggressively pursue collection on all accounts receivable including:

- Code violation fines
- Returned checks
- Services supplied to customers outside the County, such as cities or courts
- Delinquent note payments
- Payroll and/or benefit overpayments

The extent and costs of collection efforts should not outweigh the amount due. There are circumstances in which collection is not possible. Government Code Sections 25257 through 25259 establish a procedure for applying for and granting discharges of accountability by the Board.

### Fees and Charges

All fees established by the County for licenses, permits, fines, services, applications, and other miscellaneous charges shall, whenever possible and within the law, be set to recover all or the maximum reasonable portion of the County's expense in providing the associated service. These fees shall be reviewed annually by the County departments sponsoring the fees and any changes or proposed new fees will be brought before the Board for approval at a public hearing by late April annually and be effective the first day of July. Excepted from this requirement are only those fees for which there is a statute that mandates the imposition and amount of the fee. If the fee is property related, California Constitution Article XIII C and XIII D limit the manner in which the County is permitted to impose fees and assessments and sets forth specific procedures to be used with regard to imposing such fees.

Each proposed fee must have statutory or other authority for the County to charge the fee. Each department will identify the authority and develop the formula or methodology used to determine the cost of the service for which the fee is being charged. Additionally, each department is responsible for determining the statutory notice requirements and adoption procedures (including timely publishing of any required hearing notice and an affidavit of publication) and submitting an agenda item proposing the establishment or changes of the fees that will be discussed during the scheduled public hearing.

A fee or charge must reflect the direct and indirect costs of providing the product, services, or enforcement of regulations. Indirect costs shall be limited to those items that are included in the United States Office of Management and Budget Title 2, Code of Federal Regulation (CFR), Subtitle A, Chapter II, part 225, referred to as 2 CFR 225 standards.

The County Administrative Officer, Auditor/Controller, and County Counsel shall review all new and changed fee requests before they are submitted to the Board to ensure statutory compliance and uniformity among departments which charge fees for similar County services and products.

In the documents submitted to the County Administrative Office, Auditor/Controller, and County Counsel for review, departments must clearly describe the authority and the formula or methodology used to determine the fees and the procedures for their collection, including late charges and penalties. If any fee reflects less than the total cost of the service, the department shall provide compelling justification for recommending only partial cost recovery.

In reviewing proposed fees, the Auditor/Controller will first look at the authority for the fee to make sure it does not set limits on the fee. The fee is then examined to determine the reasonableness of the methodology used to develop it.

County Counsel will review fees to determine if they are consistent with applicable laws, regulations, and ordinances, such as Proposition 218. If there is no code or other authority, then County Counsel will use the 2 CFR 225 standards to evaluate fee compliance.

The County Administrative Office must review and approve the final proposed fees or fee changes prior to the scheduling of a hearing date.

New fees or fee changes approved by the Board will be posted on the County's Master Fee Schedule by the County Administrative Office and located on the CAO website at the beginning of each fiscal year.

### Federal, State and Other Grants

The County shall aggressively pursue all grant opportunities. However, before accepting grants, the County will consider current and future implications of both accepting and rejecting the funding. All potential grants shall be carefully examined by the submitting department for matching requirements (both dollars and maintenance-of-efforts and in-kind matches), and funding sources identified for the out years once grant funds are reduced or eliminated.

Future funding obligations required by grants must be identified prior to grant acceptance by the Board. The County shall seek grants and other funding opportunities which provide maximum leverage of County monies while minimizing commitments requiring recurring County fiscal expenditures.

Sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate. In the event of reduced grant funding, County resources may be substituted only after all program priorities and alternatives have been considered, and only if recommended by the CAO.

### Use of One-time Revenue/One-time Expenditure Savings

One-time revenue and/or one-time expenditure savings, in excess of the unrestricted fund balance target, may be used for non-recurring expenditures, if not needed for funding current critical operations or sustaining targeted reserve levels. Such savings shall not be used for on-going operations unless explicitly approved by the Board.

### Restricted Revenues

Restricted revenues (such as Medicaid funds or Asset Forfeiture funds) shall only be used for the purpose intended. The County will comply with all limitations and restrictions imposed by the funding source.

### Sale of County Land

The proceeds net of expenses of the sale of County land shall be deposited into the County Future Construction Fund and, unless otherwise directed by the Board of Supervisors, should be used for future capital projects.

## **6. FUND BALANCE AND RESERVES**

The purpose of this Fund Balance Policy is to build and maintain an adequate level of unrestricted fund balance, along with Strategic and General Fund Pension Trust reserves, to support the day-to-day County operations in the event of unforeseen shortfalls or an emergency. The Strategic and General Fund Pension Trust reserves are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap. This Fund Balance Policy will be implemented in conjunction with the other financial policies of the County and is intended to support the goals and strategies contained in those related policies and in strategic and operational plans.

### Fund Balance Defined

The Government Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. The objective of this Statement is to improve the usefulness, including the understandability, of governmental fund balance information. The Statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent.

The fund balance is reported in five categories:

- Non-spendable: Amounts that cannot be spent because they are:
  - Not in a spendable form (i.e., assets that will never convert to case), or
  - Legally or contractually required to be maintained intact.
- Restricted: amounts are restricted by external parties (i.e., creditors, grantors, contributors, law/regulations of other governments, or restricted by law through constitutional provisions or enabling legislation).
- Committed: Amounts that can only be used for specific purpose pursuant to constraints imposed by formal action of the Board. Those committed amounts cannot be used for any other purposes unless the Board removes or changes the specified use by Board resolution. The Board action to commit funds during any given year must occur prior to fiscal year end.
- Assigned: Amounts are earmarked for an intended use.
- Unassigned: A residual classification for the General Fund that encompasses all fund balances not contained in other classifications. The General Fund is that only fund that can report a positive unassigned fund balance. In the event that the County has a positive unassigned fund balance, the excess may be used for any lawful purpose, but it is recommended that first priority shall be to ensure that sufficient resource are committed to reach the targeted funding level of the Strategic Reserve.

Fund balances occur only in governmental funds; therefore, the term fund balance does not apply to proprietary (including enterprise and internal service funds) or fiduciary funds.

#### General Fund Unrestricted Fund Balance

The County must be prepared for unforeseen events or economic uncertainties that could result in additional expenditure requirements or loss of revenue by establishing and maintaining a prudent level of unrestricted fund balance. Unrestricted fund balance consists of committed, assigned, and unassigned fund balance categories. Unrestricted fund balances are either unconstrained or the constraints are self-imposed, so they could be lifted in order to make fund balances available for other purposes. The County strives to maintain the General Fund unrestricted fund balance at a target level equivalent to no less than 16% (approximately two months working capital) of the most recent audited General Fund operating revenues.

#### Replenishment

Should the County have a need to use monies from the unrestricted fund balance, and the funding level of the unrestricted fund balance falls below the 16% target level, then the CAO shall present a plan to be approved by the Board to replenish the unrestricted fund balance to be appropriate target level within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the unrestricted fund balance if the Board finds that it is in the County's best interest to do so.

### General Fund Reserves

In addition to maintaining a responsible unrestricted fund balance level, the County shall also strive to maintain General Fund reserves at a level that will adequately protect the fiscal health and stability of the County. The County's General Fund will maintain the following reserves:

#### Strategic Reserve

The County's Strategic Reserve is comprised of Committed fund balance and considered a stabilization arrangement. The Board strives to commit an amount equivalent to no less than 8% (approximately 30 days of working capital) of the most recent audited General Fund operating revenues. The purpose of this reserve is to :

- a. Provide resources to make up for temporarily decreased revenues that result from State and Federal budget actions;
- b. Provide temporary resources in the event of an economic downturn;
- c. Provide resources in the event of a disaster or emergency declared by the Board of Supervisors, the state, or the federal government, for disaster costs or costs associated with emergencies;
- d. Absorb liability settlements in excess of available resources.

The amount determined will be classified as "committed" from the total amount of available Fund Balance to the Strategic Reserve prior to appropriation for all other funds. This amount shall be committed annually by the Board as part of the recommended budget approval process.

Annual commitment of funds to the Strategic Reserve shall be approved by the Board during the Annual Budget Hearings. In the event funds are to be appropriated to cover essential core functions of the County, the access of funds shall be determined by the Board by a four-fifths vote during the annual Budget hearings or during action on the Mid-Year Budget Report. If there is a declared local, state, or federal government disaster or emergency, then the Board, by the four-fifths vote, may access the strategic reserve at a regularly scheduled Board meeting.

The monies committed to the Strategic Reserve are only to be used for the purposes stated above. If the funding level for the Strategic Reserve falls below the 8% target level, the CAO shall present a plan to be approved by the Board to replenish the Strategic Reserve within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the Strategic Reserve if the Board finds that it is in the County's best interest to do so.

#### General Fund Pension Trust<sup>[SG1]</sup>

The County maintains an Internal Revenue Code Section 115 irrevocable trust for the purpose of funding pension expenses. Funds held within this trust are considered restricted assets and can only be used for the purpose of funding pension costs of the County. There shall be no targeted funding level for this trust.

## **7. OPERATING BUDGET POLICIES**

The budget is intended to weigh all competing request for County resources within projected fiscal constraints. All departments will participate in the budget process with responsibility for meeting County policy goals and ensuring long-term financial health. Future departmental service plans and program

initiatives will be developed to reflect current County policy directives, projected resources, and future service requirements.

#### Fund Balance Level – General Fund

The ratio of unrestricted fund balance and Appropriations for Contingencies budget as a percentage of the General Fund expenditure indicates the ability of the County to cope with unexpected financial problems or emergencies and to avoid potential service disruptions caused by revenue shortfalls. The larger the General Fund's unrestricted fund balance and contingencies, the greater the County's ability to cope with financial emergencies and fluctuations in revenue cycles.

As mentioned before, the County strives to achieve and maintain the unrestricted fund balance and Appropriations for Contingencies budget at a level equivalent to a minimum of two months of actual regular General Fund operating expenditures or operating revenues as recommended by the Government Finance Officers Association (GFOA). This level should be funded for each upcoming fiscal year from prior year unrestricted fund balance before any one-time needs are addressed.

#### Appropriation Levels

Spending authority level are not guaranteed from one fiscal year to another. At the start of the annual budget process, the CAO, in consultation with the Board, shall determine the maximum allocations (expenditure targets) for each General Fund department, based on detailed reviews of spending needs, priorities, expected results, and long-range revenue and expenditure forecasts, thereby limiting the rate of budgetary growth to address the issues of sustainability.

The appropriation levels for funds outside the General Fund shall be determined in a similar manner by the appropriate department heads, in conjunction and with approval from the CAO.

#### Current Revenues Should Be Sufficient to Support Current Expenditures

Ongoing operational costs should be supported by ongoing, stable revenues whenever possible. Unassigned fund balances, if not needed for current critical operations or contingencies/reserves, should only be used for one-time expenditures such as unanticipated emergencies, projects and equipment.

#### Revenue and Expenditure Projections

In order to improve financial planning and decisions, the CAO's office will, at a minimum, prepare an annual budget and three to five-year projections of revenues and expenditures for all General Fund County departments. Such projections may be made for other funds whenever possible. All revenue projections shall be conservative in nature.

In addition, the CAO's office will submit an annual Mid-Year Budget Report to the Board that compares the revenues recognized and expenditures obligated to Current Modified Budgeted amounts and identify any challenges that need to be addressed by the end of the fiscal year.

#### Alternative Means of Service Delivery

Alternative means of service delivery will be evaluated to ensure that quality services are provided to citizens at the most competitive and economical cost. Departments, in cooperation with the CAO, will identify activities that could be proved by another source and review options/alternatives to current

services delivery. The review of services delivery alternatives and the continuing need for the service will be performed at least annually as part of the budget process or on a more frequent “opportunity” basis by the CAO’s Office and departments, using the Government Code where applicable.

#### Funded Positions

All allocated positions should be fully funded on an annualized basis by an identifiable revenue sources. Any filled or vacant position that becomes unfunded or under-funded will be either fully funded by an alternative revenue source, frozen, or deleted, unless specifically exempted by the CAO. If such actions result in a reduction of force, the process will be conducted in accordance with procedures administered by the Human Resources Department. Any payroll liabilities costs will be funded from within the affected County department whenever possible or from another source as approved by the CAO.

Additional personnel will only be requested to meet program initiatives and policy directives, after service needs have been thoroughly examined. It must be substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition. Additional positions will not be approved unless their fully annualized cost can be supported within the County department’s current appropriation, or if the CAO approves other funding.

Reclassifications, with appropriate justification, will be approved only when the fully annualized additional cost can be supported within the County department’s current appropriation, or if the CAO approves an alternate funding source.

#### Agreements

Departments shall not recommend for approval by the Board any agreements that commit the County to expenditures for which funding is not identified in the current fiscal year or future years (i.e., multi-year agreements), unless specifically recommended by the CAO.

#### Maintenance of Capital Assets

The budget should provide sufficient appropriations for regular repair and maintenance of capital assets to protect the County’s capital investments and to minimize future maintenance and replacement costs. The CAO’s Office is responsible for determining the level of appropriations needed.

#### Capital Asset Replacement Programs

The County will stive to establish and maintain replacement programs, including reserves, for technology and vehicles to stabilize requests and maintain efficient and up to date technology-related equipment and vehicles.

#### Transfers from the General Fund

General Fund transfers to other funds are resources intended to address cash flow issues and are expected to repaid to the General Fund in the future, with interest, at the County’s Treasury Pool rate. Should the receiving fund accumulate an unassigned fund balance, the responsible department shall notify the CAO’s Office. The CAO’s Office and the Auditor/Controller’s Office will coordinate to adjust the unassigned amount to first repay the General Fund advance before any of it is used for other purposes. As stated

before, at the time of eliminating and closing a fund, all assets funded by the General Fund revert to the General Fund unless prohibited by applicable Federal, State or local law.

#### Assumption of Program Costs

The County's general policy is to eliminate programs when Federal, State, or other grant funding is terminated. Limited exceptions may be approved by the Board only.

#### Department Carry Forwards

As an incentive, the CAO may grant General Fund departments the option of requesting a carry forward of unanticipated revenues and/or unspent appropriations from one fiscal year to the next, not to exceed 50% of nay savings of budgeted Net County Cost, unless economic conditions are such that the CAO determines that a lesser amount shall be retained by departments or all of the balance shall fall to the General Fund unassigned fund balance or contingencies. The carry forward funding should only be used for one-time expenditures as recommended by the CAO during the budget process.

#### Use of Contingencies

Any governmental fund can budget for contingencies. Departments can request funding for unanticipated expenditures or unfunded projects. If such a situation arises in a fund outside the General Fund, and that fund does not have the budget for contingencies, then General Fund appropriations for contingencies can be used to transfer funds to any department outside the General Fund. Any request for use of Appropriations for Contingencies must be submitted via Board agenda item, and submitted by the responsible department and approved by the CAO before being put on the agenda. The Board must approve all requests for contingency funds by a 4/5<sup>th</sup> vote. Any contingency funds used within the General Fund during the fiscal year shall be replenished the following fiscal year or at the discretion of the CAO.

#### Use of Reserves

Per the County Budget Act (Government Code §219130), at any regular or special meeting, the Board by a 4/5<sup>th</sup> vote may make available for appropriation any of the following fund balances for which the Board has authority:

- Restricted, committed, assigned, and unassigned fund balances, excluding general reserves and non-spendable fund balance.
- Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.

Any portion of fund balance designated as general reserves during the budget process is inaccessible until the next annual budget. The exception is that after adopting a resolution by a 4/5<sup>th</sup> vote declaring an emergency at any regular or special meeting, the Board may appropriate and make expenditures necessary to meet that emergency (Government Code §29127).

#### Budget Performance Monitoring

The CAO maintains ongoing contact with the department fiscal officers in the process on implementation and execution of the budget. The CAO exercises appropriate fiscal management as necessary to operate within the limits of the adopted budget.

## **8. CAPITAL IMPROVEMENT PROJECTS POLICIES**

Capital Improvement Projects are defined as infrastructure acquisition or maintenance or construction projects costing \$100,000 or more or major equipment acquisition or maintenance costing \$100,000 or more, with an estimated useful (depreciable) life of five years or more. Improvements or maintenance projects below stated parameters are considered to be ordinary in nature and can be included in the departments budgets.

### Capital Improvement Project Plan Preparation

In order to meet the County's debt ratio targets, to schedule debt issuance, and to systematically improve the County's capital infrastructure, each year the Department of Facility Services will prepare and submit to the Board for adoption, a three, five, or ten-year Capital Improvement Plan (CIP). The first year of each three-year plan will be the next year's capital plan. Whenever possible, the CIP will include, in addition to current major operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure in an effort to ensure that it will the expected lifetime.

### Coordination with Operating Budget

Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance, and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources, and included in the Operating Budget. Capital project contract awards will include fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

### Pay-As-You-Go Capital Improvement Funding

The County is committed to funding a significant portion of capital improvements with funds that are dedicated to that purpose. Additional one-time General Fund contributions may be made to help finance specific projects, from Unassigned Fund Balance not needed for current critical operations or planning for emergencies.

Should such dedicated funding be unavailable, Capital Projects reserves not needed for critical operations or emergencies may be used to support existing projects that had been scheduled to receive the funds.

Whenever possible, funding from other governmental entities should be solicited and used to finance capital improvements that are consistent with CIP and whose operation and maintenance costs have been included in operating budget projections.

### High Priority Projects

A high priority shall be placed on capital improvements or replacements when assets have deteriorated to the point of becoming hazardous, incurring high maintenance costs, negatively affecting property values, becoming dysfunctional for their intended purposes, and/or adversely affecting service delivery to the public.

### Deferred or Incomplete Projects

Unexpected one-time funds from deferred or incomplete capital projects can be carried forward to the next fiscal year.

### Capital Projects Reserves

Any balance in the Capital Projects Fund remains until a need is identified. Some portion of the fund balance must remain available in order to address unforeseen circumstances. The County's policy of funding a large portion of capital expenditures by pay-as-you-go further enhances debt management.

## **9. DEBT POLICIES**

The County's debt policies ensure sound and uniform practices for issuing and managing debt. As the demand for public sector investment and infrastructure continues to grow, the issuance of debt has become an increasingly important component of local government capital obligations. Accordingly, these policies confirm the commitment of the Board of Supervisors, staff, advisors, and other decision-makers to adhere to sound financing management practices with the following objectives:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt and capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for General Fund-supported debt.

### Delegation of Authority

Government Code section 53635.7 requires all borrowing be placed on the Board agenda as a separate item of business. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the CAO and the Auditor/Controller, with participation by County Counsel and other departments, as necessary. The CAO and Auditor/Controller will be supported on an as-needed basis by other members of the financing team and a Financial Advisor<sup>[SG2]</sup>. The services of other outside consultants may be obtained, as necessary.

### Debt Management

While the issuance of debt is frequently an appropriate method of financing capital obligations, and sometimes appropriate for certain other obligations, it also entails careful monitoring of such issuances to ensure that the agency does not commit beyond its resources. Debt commits the County's revenue several years into the future and limits its flexibility to respond to changing service priorities, revenue inflows, or cost structures.

### Applicable Law

County debt issuances shall comply with all applicable Federal, State, local and securities and tax laws, and these policies.

### Debt Limit

State law sets limits on the amount of voter-approved General Obligation debt the County can use at 1/25% of assessed valuation<sup>[SG3]</sup>. There are not legal limits on the amount of General Fund-supported Lease Revenue Bonds or Certificate of Participation.

For General Fund lease obligations, including COPs/Lease Revenue Bond, the County has set the maximum limit on annual debt service payments (principal and interest) at 10% of total General Fund

expenditure, unless the Board determines that a higher limit is necessary to address compelling need in any given year.

When calculating the above ratios, self-supporting debt such as General Obligation (GO) Bonds, tax allocation or special tax-supported bonds, and enterprise revenue bonds, as well as short-term debt including Tax and Revenue Anticipation Notes (TRANS) and other notes, should not be included. Likewise, the ratios should not include any Pension Obligation Bond debt service or the County's Other Post-Employment Benefits (OPEB) unfunded actuarial accrued liabilities.

#### Use of Debt

The use of debt by the County will be based on the long-term needs of the County and the amounts needed for capital asset acquisitions and other uses as determined by the Board through the budget process. In determining whether or not to issue debt, the Board will consider, among other things, the compelling necessity for financing capital outlay or other obligations of the County, the impact of additional debt on the County's credit rating, and the recommendations of the CAO and Auditor/Controller.

The County shall assess the impact of new debt issuance on the long-term affordability of all outstanding and planned debt issuance in the context of each new financing. Such analysis recognizes the County has limited capacity for debt service in its budget and that each newly issued financing will obligate the County to a series of payments until the debt is paid. The County will maintain a Debt Affordability Model (DAM), that calculates the historical and current ratios cited above. The DAM will also include projections for future ratios based upon existing debt levels and various financial and economic assumptions. The DAM will be utilized as a planning tool and updated in advance of each financing.

As part of the analysis, the CAO and Auditor/Controller offices, shall cooperatively examine various specific statistical measures, using readily available data, to evaluate debt capacity and relative debt position and may compare these ratios to other counties, rating agency standards, and the County's historical ratios to evaluate debt affordability. These measures may include:

- Net direct bonded long-term debt as a percentage of assess valuation (Debt per AV)
- Debt service as a percentage of noncapital Governmental Funds expenditures (Carrying Charge)
- Net direct bonded long-term debt as a percentage of the County's population (Debt Per Capita)

#### Short-Term Debt

Short-term may be issued for many of the same purposes as long-term borrowing as well as for temporary cash flow shortages. Different forms of short-term debt may be utilized, including, but not limited to, Tax and Revenue Anticipation Notes (TRAN), Commercial Paper, lines of credit, or other forms of short-term financing. TRANs are typically issued to help bridge temporary cash flow shortages. Commercial Paper, lines of credit, or other short-term financing instruments like Bond Anticipation Notes, may be utilized to fund capital projects on an interim basis in anticipation of long term financing.

#### Long-Term Debt

The County will consider utilizing debt financing for capital acquisition and improvement projects and capital asset equipment purchases under the following circumstances:

- When the project is included in the County’s Capital Improvement Plan.
- When the project is not included in the County’s Capital Improvement Plan, but has been identified as an emerging critical need whose timing was not anticipated in the Capital Improvement Plan, or is a project mandated immediately by State or Federal requirements.
- When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
- When there are designated revenues sufficient to service the debt, whether from project revenues, other specified and reserved resources, or infrastructure cost-sharing revenues, or where the General Fund has the capacity to service the debt.

The County may also consider issuing Pension Obligation Bonds (POBs), which are financing instruments that would be used to pay some or all of the County’s unfunded pension liability, which itself is a form of “debt” owed to the retirement plan. POBs must be issued on a taxable basis, and the proceeds would be transferred to the Plumas County Employees’ Retirement Association (TCERA) as a prepayment of all or part of the County’s unfunded actuarial accrued pension liabilities (UAAL). The proceeds would then be invested by TCERA.

POBs would be used to refund at least a portion of the County’s UAAL at a lower interest rate to achieve cost savings and would be issued only after careful consideration by the Board of potential benefits and risks. Considerations would include:

- The interest rate spread between the expected borrowing rate for the POBs and the assumed rate of return on retirement plan investments.
- Investment risk associated with the investment of POB proceeds.
- Issuing a sufficient amount of POBs to generate market interest.
- The County’s overall pension burden, including both POB debt and UAAL.

Generally, the following criteria may be used by the CAO and the ACTTC to evaluate funding options for capital improvements and other multi-year obligations and make recommendations to the Board:

- Factors that favor pay-as-you-go:
  - Current revenues and adequate unassigned fund balances are available.
  - Payoff can be accomplished over time.
  - Debt levels would exceed County affordability targets.
- Factors that favor long-term financing:
  - Revenues available for debt service are considered sufficient and reliable so that long-term financing can be marketed with the highest possible credit rating.
  - Market conditions present favorable interest rates and demand for governmental financings.
  - A project/payoff is mandated by State or Federal requirements, and current revenues and fund balances are insufficient to meet costs.
  - A project is immediately required to meet or relieve capacity needs, and no resources are currently available.

There are many different types of long-term debt instruments available. Depending on the specific circumstances, the County will consider using the most appropriate type of financing instruments, including, but not limited to:

- General Obligation Bonds (voter-approved)
- Revenue Bonds
- Certificates of Participation/Lease Revenue Bonds
- Pension Obligation Bonds
- OPEB Bonds
- Mello-Roos Community Facilities District Bonds
- Other Bonds
- Other Loans

Long-term debt will not be issued for current operational costs or for recurring uses. Revenue surpluses may be used to pay the debt off early to save interest charges.

#### Refunding of Indebtedness

The County may issue advance or current refunding bonds (as defined for federal tax purposes) when advantageous, legally permissible, and prudent. The County also may choose to refund outstanding indebtedness when existing bond covenants or financial structure impinge on prudent and sound financial management. In general, current refundings should only be done if value savings are not less than 3.0% of refunded par amount (accounting for debt service reserve fund earnings), and advance refundings should only be done if present value savings of 5% or more of refunded par amount can be achieved.

Adjustments to savings thresholds for both advance refunding and current refundings may be justified based on:

- The length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.
- Interest rates at the time of the refunding relative to historical markets. In low-interest rate markets, a lower threshold may be justified, while a higher threshold would be justified in high-interest rate markets. Generally, refunding transactions should not extend the final maturity of the existing financing, net of any reserve fund offset. The County may consider shortening the term of the originally issued financing to realize greater interest savings.

#### Credit Enhancements

The County shall seek to use credit enhancements (letters of credit, bond insurance, surety bonds, etc.) when such enhancements prove cost-effective. The use of credit enhancements must meet the County's debt financing goals and objectives.

#### Credit Worthiness

The County places a high priority on maintaining the highest possible credit ratings for all categories of short and long-term debt in order to achieve the lowest possible borrowing interest rates.

#### Conduit Financing

The County may sponsor conduit financing (financing for private projects with identified public benefits issued by a governmental agency) for other governmental entities that are consistent with the County's

overall service and policy objectives. All conduit financing must insulate the County to the maximum extent possible under the circumstances from any credit risk or exposure and from all other liability exposure and must be approved by the County Board of Supervisors.

#### Debt Repayment

The County commits to full and timely repayment of debt. Debt will be structured to accommodate fair allocation of costs to both current and future beneficiaries of the financed capital project. The duration of repayment shall not exceed the economic or useful life of the capital project to be financed.

Revenue surpluses may be used to pay debt off early to save interest charges.

#### Relationships within the Financial Community

The County places a high priority on maintaining good working relationships with credit rating agencies, investors, and others in the financial community who are involved with the County's long-term debt. The County will provide full and open financial disclosures with these partners.

#### Professional Assistance

The County will use the services of independent Financial Advisors and Bond Counsel for all debt financing. Other professional services may include disclosure counsel, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, and special tax consulting. The goal in selecting service providers is to achieve a good balance between cost and service.

#### Due Diligence

The County will conduct "due diligence" meetings with all relevant County staff and consultants prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

#### Method of Sale

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain that goal, the County may use a competitive, negotiated, limited-competitive, or private placement (direct purchase) method of sale. The appropriate method shall be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of the competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive method of sale for public offerings, where feasible.

#### Investment of Bond Proceeds

Investments of proceeds shall be consistent with Federal tax requirements, the County's Investment Policy as modified from time to time, and requirements of the governing bond documents.

## Derivatives

A derivative product is a financial instrument that derives its own value from the value of another instrument, usually an underlying asset, such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk to mitigate risk and borrowing costs. These products bear certain risks not associated with standard debt instruments. Derivative products should only be employed after careful evaluation of potential benefits and risks with prior Board approval and with the adoption of a separate Derivatives Policy, intended to protect the County.

The County prefers not to use derivative products.

## Post Issuance Compliance

The County will comply with certain post-debt issuance compliance requirements, including, but not limited to, Continuing Disclosure requirements, as stated in specific financing documents, and arbitrage regulations. Generally, tax-exempt financing issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption, maturity, or refunding of the bonds. Any excess earnings are required to be rebated to the Federal Government. The County will also comply with any post-debt issuance reporting requirements of State law, including, but not limited to, the annual report to the California Debt and Investment Advisory Commission required by Government Code section 8855(k)(1).

## New Financing Methods and Techniques

This policy is not intended to hinder the County's use of any new financing techniques that may arise. Proposals for new financing methods or structures not included in this Policy should be addressed to the CAO and Auditor/Controller for consideration and, if necessary, referred to the County's Financial Advisor for evaluation. This policy should then be amended to reflect any new financing techniques recommended and approved by the Board

## Use of Debt Proceeds

The CAO, the Auditor/Controller, and other appropriate County personnel shall implement Internal Control procedures outlined below to ensure that the proceeds of the proposed debt issuance will be directed to the intended use:

- Monitor the use of Debt proceeds, the use of Debt-financed assets (e.g., facilities, furnishings, or equipment), and the use of output or throughput of Debt-financed assets throughout the term of the Debt to ensure compliance with covenants and restrictions set forth in applicable County resolutions and Tax Certificates. Monitoring will include providing an annual report to the Board of Supervisors;
- Maintain records or contracts identifying the assets or portions of assets that are financed or refinanced with proceeds of each issue of Debt and to document compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates. An applicable Record Retention Policy will be maintained by the ACTTC; and

- Consult with Bond Counsel or other professional expert advisors in the review of any contracts or arrangements involving use of Debt-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates.

## **10. INVESTMENT POLICIES**

The Treasurer/Tax Collector Investment Policy Statement for the Pooled Investment Fund is presented annually to the Treasury Oversight Committee for review and to the County Board of Supervisors for approval as recommended by California Government Code §53646 and §27133 and shall remain in effect until the succeeding policy is adopted. This policy has been researched, prepared, and written under the direction of the Treasurer/Tax Collector County of Plumas. Each issue addressed in this policy is considered to be of timely and significant importance to the administration of the investment portfolio. The purpose of the investment policy is to facilitate the accomplishment of the goals and objectives of the Treasurer with regard to the investment of idle funds, to provide a framework within which to carry out the business of administering and investing the idle funds of the Treasury, and to improve communications at all levels between those involved and those interested in the process of investing and administering the idle funds of the Treasury.

### Treasury Pool

The Treasurer/Tax Collector oversees the Pooled Investment Funds (the Pool) which includes funds belonging to local school districts and many local special districts in addition to County funds.

### County Treasury Oversight Committee

The Board of Supervisors, in consultation with the Treasurer/Tax Collector has created a County Treasury Oversight Committee to promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return of their funds through the establishment of criteria for the withdrawal of funds. The County of Plumas Treasury Oversight Committee shall annually review and monitor the Investment Policy and cause an annual audit to determine the Treasurer's compliance with the Investment Policy. Nothing in this policy shall be construed to allow the County Treasury Oversight Committee to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the County Treasury.

### County Investment Policy Goals

The Treasurer/Tax Collector'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 capital shall mean the safeguarding of capital through the selection of investments and investing procedures to best protect against loss arising from default, fraud, or error. This objective will be obtained through diversification and investment in securities of high quality to minimize credit risk and loss of principal.
2. Liquidity – The investment portfolio shall remain sufficiently liquid to enable the Treasury Pool to meet the operating requirements of its participants which might be reasonably anticipated and shall always have the ability to convert sufficient securities in the portfolio to cash to meet contingency needs.

3. Yield – 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.

Performance measurements are laid out in the Annual Investment Policy and are measured from time to time throughout the year.

#### Treasurer's Quarterly Investment Report

The Treasurer/Tax Collector provides a quarterly Investment Report to the Board of Supervisors, County Administrative Officer, the County Auditor, and the Oversight Committee, within thirty (30) days following the end of the quarter covered by the report. The quarterly investment report contains, but is not limited to, the following investment information:

- A. The type of investment, name of issuer, date of maturity, par and dollar amount invested in all securities, investments, and monies;
- B. A description of any funds, investments that are under the management of contracted parties;
- C. The market value as of the date of the report, and the source of this valuation for any security within the treasury or under management by contract;
- D. The weighted average maturity of investments within the treasury;
- E. Purchase dates, book values, and current credit rating of issuers;
- F. Yield to maturity;
- G. Overall portfolio yield based on cost;
- H. Statement that the portfolio is in compliance with the Investment Policy or the manner in which the portfolio is not in compliance;
- I. A statement denoting the County's ability to meet its expenditure requirements for the next six months, or an explanation as to why sufficient money shall not be available.

In addition, an annual audit of the portfolios, procedures, reports, and operations related to the Pool will be conducted in compliance with California law.

#### Treasury Pool Investment Guidelines

The Treasury Pool Investment Guidelines are available online or by request from the Treasury Division.

#### 11. FINANCIAL REPORTING POLICIES

The County's accounting and financial reporting systems will be maintained in conformance with all State and Federal laws, generally accepted accounting principles (GAAP), GASB standards and recommendations, and recommended practices of the GFOA.

#### Level of Accountability

The County strives to maintain the highest level of accountability expected by any major stakeholder group. The degree of accountability is measured by the extent to which:

- Resources are acquired and used effectively and efficiently.
- Laws and regulations are complied with.
- Results are appropriately reported to demonstrate good stewardship.

Accountability should extend to all levels of the County organizational structure.

#### Financial Reporting

Financial transactions will be recorded and summarized into financial reports in accordance with GAAP. The ACTTC will prepare a Comprehensive Annual Financial Report (CAFR) of the County's financial position and changes in financial position in conformity with GAAP.

#### Internal Controls

County management is responsible for maintaining adequate internal controls to obtain reasonable assurance that long-term County goals are achieved efficiently and in compliance with law.

County accountant-auditors (as available) or outside auditors may be called upon to validate financial data reported by departments and may be asked to make recommendations to improve controls when appropriate. The CAO will determine the source of funding for requested financial audits.

The risk of non-accountability should be periodically assessed countywide and mitigated through audits.

#### Independent Audits

An annual independent audit of the CAFR will be conducted in accordance with GAAP. All material audit findings and recommendations, whether arising from internal or external audits, shall be reported to the Audit Committee and resolved in a timely manner.

## APPENDIX A: MAINTENANCE OF POLICIES

These Financial Policies are maintained by the County Administrative Office and the County Auditor-Controller's Office. Each department works collaboratively together to ensure the integrity of the policies. The core focus of each department with respect to the Financial Policies is as follows:

### County Administrative Office:

- Balanced Budget
- Revenue
- Operating Budget
- Capital Improvement Projects Debt (with ACTTC's Office)
- Financial Reporting (with ACTTC's Office)

### Auditor-Controller/Treasurer-Tax Collector Office:

- Investment
- Debt (with CAO)
- Financial Reporting (with CAO)



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** March 19, 2024  
**SUBJECT:** Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action.

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**Recommendation:**

Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action.

**Background and Discussion:**

Previously in discussion with the CAO and the Board this year and last, I reminded all of you of my intent to retire during this fiscal year. This letter will serve as my official 30-day notice per my employment contract with the Board.

**Action:**

Accept Letter of Retirement; Public Works Director effective April 19, 2024; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact

**Attachments:**

1. Mannle PWD Retirement Letter JM 3-1-24

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS



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

## CLOSED SESSION AGENDA REQUEST

for the March 19, 2024 meeting of the Plumas County Board of Supervisors

Date: March 1, 2024  
To: Honorable Board of Supervisors  
From: John Mannle, Director of Public Works  
Subject: Announcement of Retirement and 30-day Notice per Employment Contract

Previously in discussions with CAO and the Board this year and last, I reminded all of you of my intent to retire during this fiscal year. This letter will serve as my official 30-day notice per my employment contract with the Board.

My last day of employment will be April 19<sup>th</sup>, 2024. I am currently in the office most days assisting staff in their duties. Taking time off to use up all of my leave balance was not practical. Training and transitioning with staff and my Assistant Director, as well as all of our other regular duties at Public Works, required that I remain “onboard” as much as possible until my retirement date.

I would like to thank all of you for your granting me the opportunity to serve as the Director of Public Works upon former Director Bob Perreault’s passing in 2021. I have enjoyed working with all of you and for some of you that has been more than 20 years.

The position is very challenging, never dull and there never was a “slow” day. After my former boss, Bob Perreault, passed away, I had a long list of all of the tasks that I wanted to accomplish for all of the divisions and special districts that fall under the Public Works umbrella. Unfortunately, a little thing called the Dixie Fire got in the way. I am approaching 44 years in the civil engineering field and the time has come for me to spend more time with my family and friends.

If Public Works staff have questions or they determine that they need my assistance in the future for training, disaster work or for project engineering, they know how to find me.

I wish you all the best in your future endeavors.

A handwritten signature in blue ink, appearing to read "John Mannle". The signature is fluid and cursive, written over a white background.