



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

JULY 16, 2024 TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

- 1) Receive a presentation via Zoom from Lisa Strange, California Department of Insurance regarding the Fair Plan.

C. US FOREST SERVICE

Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

E. 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.

F. 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. PROBATION

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Plumas Rural Services, a California Non-Profit Corporation for the Batterer's Intervention Domestic Violence program; effective July 1, 2024; not to exceed \$22,400.00; (No General Fund Impact) service invoices will be paid through SB678, a state-funded probation grant; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and BI Incorporated, a Colorado Subsidiary of the GEO Group Inc (GEO), DB in California as BI Correctional Services Incorporated, a Colorado Corporation for electronic monitoring services; effective July 1, 2024; not to exceed \$49,000.00;(No General Fund Impact) State funded Probation grants; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Amendment No. 4 to Agreement between Plumas County Public Works and Consor North America for work on the Graeagle-Blairsden Bridge project, Inc. extending performance period to July 31, 2027; (No General Fund Impact); approved as to form by County Counsel.

C. PLANNING

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Michael Baker International, Inc. to provide services in assisting with the Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program- Coronavirus, Aid Relief, Economic Security Act CDBG-CV2-3 (CARES Act) small business grant program guidelines and implementation; effective March 4, 2024; not to exceed \$70,000; (No General Fund Impact) CARES Act grant funded; approved as to form by County Counsel.

D. CLERK OF THE BOARD OF SUPERVISORS

- 1) Approve the Meeting Minutes for all meetings held in June 2024, as submitted.

3. DEPARTMENTAL MATTERS

A. SOCIAL SERVICES - Sharon Sousa

- 1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact) Federal State and Realignment Funding.

B. SHERIFF'S DEPARTMENT - Todd Johns

- 1) Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, \$13,500. (No General Fund Impact) Title III Funds will be used for this purchase; discussion and possible action. **Four/Fifths roll call vote**

C. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective July 2, 2024 (3-year contract); not to exceed \$111,780; (General Fund Impact) as approved in the (FY24/25) recommended budget (2022052/520203); approved as to form by County Counsel (2021 MSA); discussion and possible action..

D. PLANNING - Tracey Ferguson

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed \$65,000; (No General Fund Impact) HCD/CDBG grant funds; approved as to form by County Counsel; discussion and possible action.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Request to use PG&E Settlement Funds to cover Dixie Fire related expenses in FY23 and FY24 in CAO Professional Services (2003052/521900) and General Services Professional Services (2002052/521900).

5. BOARD OF SUPERVISORS

- A. PG&E Dixie Fire Settlement Funds; 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 - Planning Director (Board Only)
- B. Personnel: Public employee appointment or employment - Environmental Health Director (Board Only)
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

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



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Plumas Rural Services, a California Non-Profit Corporation for the Batterer's Intervention Domestic Violence program; effective July 1, 2024; not to exceed \$22,400.00; (No General Fund Impact) service invoices will be paid through SB678, a state-funded probation grant; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Plumas Rural Services, a California Non-Profit Corporation for the Batterer's Intervention Domestic Violence program; effective July 1, 2024; not to exceed Twenty-Two Thousand Four Hundred and 00/100 Dollars (\$22,400.00).

Background and Discussion:

The Probation Department is continuing its contract with Plumas Rural Services to provide services which facilitate offender compliance with statutory requirements related to Domestic Violence cases. The primary goal is to see that persons convicted of Domestic Violence crimes be rehabilitated with strategies, programs, and services that change their behavior.

Action:

Therefore, it is respectfully requested that the Board approve and authorize Chair to ratify and sign the agreement between Plumas County Probation and Plumas Rural Services for the Batterer's Intervention Domestic Violence program.

Fiscal Impact:

No General Fund Impact. This service agreement will be paid for with the SB678 grant, a state-funded Adult Probation grant.

Attachments:

1. Prob - PRS DVBTP Contract FY24.25 - UNSIGNED

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and Plumas Rural Services, a California Non-Profit Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Two Thousand Four Hundred and 00/000 Dollars (\$22,400.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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.

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

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

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

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

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

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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:

Plumas County Probation Department
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Paula Johnston, Interim Executive Director

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.

28. Counterparts and Facsimile Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

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

CONTRACTOR:

Plumas Rural Services,
A California Non-profit Corporation

By: Paula L Johnston
Name: Paula Johnston
Title: Interim Executive Director
Date signed: 6/24/24

COUNTY:

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

By: Keevin Allred
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7-26-24

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

Attest:

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

KJ COUNTY INITIALS

CONTRACTOR INITIALS PJ

EXHIBIT A

Scope of Work

Plumas Rural Services Domestic Violence Batterer's Treatment Program (PRS-DVBTP) will use methods from the Alternative Behavior Choices Domestic Violence Batter's Intervention Program to provide effective services to help individuals change their beliefs and behavior and lead a non-violent life. The primary purpose of PRS-DVBTP is to protect community members who have been victims of domestic violence. To meet this purpose the program offers skills of healthy life choices, accountability and maintaining non-violent relationships. These skills are to be used as options when coping with difficult relationships.

Each program participant will follow a specific Treatment plan that addresses regular program topics and, if needed, will also address issues specific to the participant. The PRS-DVBTP meets all requirements of the California Penal Code 1203.097 and will be facilitated by instructors who have completed all required training.

PRS-DVBTP will provide one (1) weekly group session for female participants and two (2) weekly group sessions for male participants requiring DV Batterer's Intervention Treatment. Sessions are open and participants may join the group at any time. Each participant is required to complete 52 sessions. Upon completion of 52 sessions, and regardless of fee balance, participants will be considered to have completed the program.

Participants must commit to attending the 52-session program which addresses education, realization, and behavioral modification. This commitment will require an immediate end to any and all abuse, consistent and timely attendance, completion of all program requirements including weekly groups and completion of homework as well as payment of all required fees.

Staff of the PRS-DVBTP will complete the intake and assessment process, develop treatment plans, facilitate groups, write evaluations, appear in court, confer with attorneys, and court representatives and all other tasks needed to assist participants in the successful completion of the program.

Staff of the PRS-DVBTP will provide weekly reports, which include updated attendance information and payment balances to the Deputy Probation Officer or Probation Assistant assigned to the DV caseload.

PRS-DVBTP will submit to the Plumas County Superior Court and/or Probation Department any necessary and relevant reports including, but not limited to, proof of enrollment, fees charged, progress reports and a final evaluation.

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Staff of the PRS-DVBTP will agree to communicate via email to the Deputy Probation Officer or Probation Assistant and participants at least five (5) business days prior for all scheduled cancellations (i.e., vacations).

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Staff of the PRS-DVBTP will agree to communication via email to the Deputy Probation Officer or Probation Assistant and participants twenty-four (24) hours prior for all unscheduled cancellations (i.e., illness).

Staff of the PRS-DVBTP agree to provide a substitute facilitator to administer sessions for all classes exceeding three (3) cancellations, per each weekly group session, within a six-month period or maybe three-month period.

PRS-DVBTP will negotiate with the Probation Department for any special necessity one to one sessions for males or females.

The County will provide the following:

- a. Conference room space and room preparation to hold three (3) weekly groups.
- b. A Probation Officer and/or a Probation Assistant assigned to provide ongoing liaison to PRS-DVBTP.

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EXHIBIT B

Fee Schedule

Plumas County Probation will provide compensation to PRS for PRS-DVBTP Groups, in an amount not to exceed twenty-two thousand, four hundred and no/100 dollars (\$22,400.00). CONTRACTOR will be paid the sum of (\$150.00) for each group session conducted, to cover costs not recouped by participants for DV Batterer's Treatment Program provided in Plumas County. This \$150.00 cost will cover all costs of program delivery exceeding the coverage from clients' fees. The County is not responsible to pay for, compensate or collect any fees charged to clients, including those associated with missed classes, assessments, intakes, etc.

Participants are responsible for the payment of the following fees:

Intake & Assessment (\$65)

- For probationers that cannot pay the \$65 fee up front, PRS will develop a payment plan.
- Probationers must provide at least 24 hours' notice to cancel a scheduled intake/assessment meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

Weekly two (2) hour group sessions \$35.00-\$55.00 income-based sliding scale/meeting)

Quarterly review meeting (\$40)

- Probationers must provide at least 48 hours' notice to cancel a scheduled quarterly review meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

Alternative Behavior Choices (\$35)

Court Appearances (door to door time) \$50/hour)

- Probationers shall not incur a charge for court appearances that are rescheduled or continued, provided the probationer notifies PRS with 24 hours' notice.
- If a court appearance is rescheduled or delayed on the day of the appearance, the probationer shall not incur a cancellation fee.
- If the probationer has more than 24 hours notice of the rescheduled court appearance and does not notify PRS of the same with 24 hours' notice in advance of the originally scheduled appearance, the probationer shall incur a \$20 cancellation fee.

Exit Interview & Assessment (\$65)

- Probationers must provide at least 24 hours' notice to cancel a scheduled intake/assessment meeting. Failure to do so will result in the probationer incurring a \$20 no call/no show fee.

Re-enrollment fee (\$45)

- If a probationer re-enrolls in the program within 2 months the probationer's last exit from the program, it will be considered a re-enrollment incurring a \$45 re-enrollment fee.
- If the probationer re-enrolls more than 2 months after the probationer's last exit from the program, it will be considered a new enrollment and will incur the \$65 intake/assessment fee previously listed.

Missed class fee (\$45)

- If a probationer fails to attend a class and does not have a pre-approved excuse, a \$45 missed class fee will be incurred.
- This will be applicable to each unexcused absence (no show class) a probationer fails to attend.
- The payment for an unexcused missed class is due at the next class of attendance, in addition to the fee for that class.
- For probationers that cannot afford to pay for unexcused missed classes at the time of the next meeting, a payment plan will be established for the probationer by PRS.
- In the event of illness, a probationer may provide a doctor's note attesting to their inability to attend as a result of their illness. The probationer must provide this note within two weeks of the missed class in order to have the missed class considered excused and avoid incurring the fee.

Leave of absence policy

- In the event a probationer is granted a Leave of Absence (LOA) by the Probation Officer, no missed class fees will be incurred.
- During an approved LOA, the probationer will not be considered to have exited the program.

Additional Considerations

- A sliding scale for intake & assessment, weekly groups and exit interview & assessment are available upon request and qualification.
- All charges except Court Appearances are due and payable at the time of service. Charges for Court Appearances are due within 14 days of service.
 - Any returned check fees will be charged back to the participant.

 COUNTY INITIALS

CONTRACTOR INITIALS 



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and BI Incorporated, a Colorado Subsidiary of the GEO Group Inc (GEO), DB in California as BI Correctional Services Incorporated, a Colorado Corporation for electronic monitoring services; effective July 1, 2024; not to exceed \$49,000.00;(No General Fund Impact) State funded Probation grants; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and BI Incorporated, a Colorado Subsidiary of the GEO Group Inc (GEO), DBA in California as BI Correctional Services Incorporated, a Colorado Corporation for a full continuum of monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders, and undocumented persons involved in the U.S. immigration court process; effective July 1, 2024; not to exceed Forty-Nine Thousand and 00/100 Dollars (\$49,000.00);

Background and Discussion:

The Plumas County Probation Department has partnered with BI Correctional Services Incorporated for monitoring products and services since 2015. This agreement will extend support, resources, collaborative relationships, monitoring products (including GPS and alcohol monitoring systems), SmartLink and a Total Access software program for Probation, in order to serve clients placed on electronic monitoring.

Action:

It is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the service agreement between Plumas County Probation and BI Correctional Services Incorporated.

Fiscal Impact:

No General Fund Impact. Electronic Monitoring costs are paid out of several Probation grants based on client designation. The grants include 20405-Pretrial, 20409-SB678, 20145-YOBG, and 20418-AB109.

Attachments:

1. Prob - BI Contract FY24.25 - UNSIGNED

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and BI Incorporated, a Colorado Subsidiary of The GEO Group Inc (GEO), DBA in California as BI Correctional Services Incorporated, a Colorado Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-Nine Thousand and 00/000 Dollars (\$49,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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

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CONTRACTOR INITIALS

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

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

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

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

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



COUNTY INITIALS

CONTRACTOR INITIALS 

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

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

COUNTY INITIALS

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:

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

Contractor:

BI Incorporated
6265 Gunbarrel Ave, Suite B
Boulder, CO 80301
Attention: Contracts Department
Telephone: (303) 218-1000

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.



COUNTY INITIALS

CONTRACTOR INITIALS



- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

28. Counterparts and Facsimile Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.



COUNTY INITIALS

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CONTRACTOR INITIALS

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

CONTRACTOR:

BI Incorporated, a Colorado Subsidiary of
The GEO Group, Inc. (GEO) DBA In
California as BI Correctional Services
Incorporated, a Corporation

By: Isabel Yang
Name: Isabel Yang
Title: Executive Vice President
Date signed: 7/2/2024

By: Daniel Friend
Name: Daniel Friend
Title: Chief Financial Officer
Date signed: 7/3/2024

COUNTY:

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

By: Keevin Allred
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 6.27.24

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

Attest:

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

Approved as to form:
Craig Settemire
Craig Settemire
Counsel



COUNTY INITIALS

CONTRACTOR INITIALS 999

EXHIBIT A

Scope of Work

BI Incorporated can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, BI Incorporated will extend support, resources, and collaborative relationships with other nearby counties by providing monitoring products, including GPS and alcohol monitoring systems, customer support, TotalAccess software platform and SmartLINK application.

 COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

Freight - Bl will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method. Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

See Attached Exhibit B-1 for pricing for equipment and monitoring pricing: the HomeGuard 200, HomeGuard 20|20 Cellular, SL3, LOC8 XT and BI SmartLINK, TAD Transdermal Alcohol Detector, BI Mobile and VeriWatch.

Adding the following:

Spares Billing Deferment - Following execution of this Agreement, County will be granted a sixty (60) day ramp-up period before billing of spares will commence.

Service – Standard Automated

A. BI VERIWATCH

BI VeriWatch Component Rental Charge: \$3.15 per day per Unit from BI inventory.

BI VeriWatch Monitoring Service Charge: \$1.50 per Unit per Active Day.

Total BI VeriWatch Charges: \$4.65 per Unit per day.

ADDITIONAL SERVICES:

1. BI VeriWatch Unit No-charge Spares: Each month during the Term, County is entitled to keep a quantity of inactive BI VeriWatch Units equal to, but not to exceed, ten percent (10%) of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive BI VeriWatch Units in excess of the ten percent (10%) spares allowance, County will incur a \$3.15 charge per unit per day.
2. No BI VeriWatch Unit Loss or Damage: County is not entitled to a loss or damage allowance. County will be responsible for all costs related to lost, stolen or damaged BI VeriWatch Units.



COUNTY INITIALS

CONTRACTOR INITIALS

3. Replacement Costs: BI VeriWatch Unit - \$720.00 each; Battery - \$175.00 each.
4. Additional Supplies: BI VeriWatch Protective Cover - \$3.00 each; Charger - \$30.00; Y Cable - \$18.00 each; Strap - \$25.00 each; Installation Tool - \$5.00 each; Removal Tool - \$17.00 each; Power Bank - \$17.00 each.
5. Reasonable Supplies: Service includes reasonable disposable field supplies as required by County.

B. BI MOBILE

BI Mobile Unit Rental Charge: \$4.00 per day per Unit from BI inventory.

Continuous Tracking: Yes No Additional Charge.

ADDITIONAL SERVICES:

1. No BI Mobile Unit Spares: County is not entitled to spares. For any inactive BI Mobile Units, County will incur a \$4.00 charge per unit per day.
2. No BI Mobile Unit Loss or Damage: County is not entitled to a loss or damage allowance. County will be responsible for all costs related to lost, stolen or damaged BI Mobile Units.
3. Replacement Cost: BI Mobile Unit - \$600.00 each.
4. Additional Supplies: BI Mobile Phone Case - \$26.00 each; BI Mobile Charging Cord - \$10.00 each; BI Mobile Wall Charger - \$15.00 each.
5. Reasonable Supplies: Service includes reasonable disposable field supplies as required by County.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

June 12, 2024

Delivered via email

ATTN:

Mark Mah – Management Analyst
 Plumas County Probation Department
 270 County Hospital Rd #128
 Quincy, CA 95971

Mr. Mah,

BI Incorporated is pleased to offer pricing to the Plumas County Probation Department. Please find BI's pricing and replacement costs outlined in the tables below. BI offers additional products, services, tiered pricing, and spares allowance at cost if required. Please note, all prices include unlimited access to BI TotalAccess, BI TotalAccess Mobile, and 24/7/365 customer support. This pricing offer is valid for 90 days from the date of this letter.

1. Equipment Lease Pricing for Plumas County Probation Department

Equipment	Rental Cost per client per day	Monitoring Cost per client per day ¹	L/D Allowance	Shelf Allowance	Total Price Per client, per day
HomeGuard 200	\$1.35	\$0.90	Unlimited	30%	\$2.25
HomeGuard 20 20	\$2.45	\$0.90	Unlimited	30%	\$3.35
LOC8 XT GPS Tracker ankle-worn GPS	\$2.90	\$1.35	Unlimited	30%	\$4.25
VeriWatch GPS Tracker wrist-worn GPS	\$3.15	\$1.50	None	10%	\$4.65
BI Mobile w/ SmartLINK Verify pre-installed	\$4.00	N/A	None	None	\$4.00
SL3 Remote Breath Alcohol Monitor	\$3.90	\$2.60	Unlimited	30%	\$6.50
TAD Transdermal Alcohol Detector (cellular with radio frequency)	\$7.12	\$2.00	Unlimited	30%	\$9.12

2. SmartLINK Pricing for Plumas County Probation Department

Equipment	BI SmartLINK with EM	BI SmartLINK without EM
Number of Clients	Any	1-1,000
SmartLINK Connect	Free	\$0.25
SmartLINK Report	\$0.25	\$0.50
SmartLINK Verify	\$0.50	\$0.75
Video Conference <i>Streamed per event</i>	\$0.35	\$0.35

Please contact me directly if you have any questions about the pricing provided.



Matthew Johnson, Partnership Development Executive
Tel: 916.214.3177 | Email: Matthew.Johnson@bi.com



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to sign Amendment No. 4 to Agreement between Plumas County Public Works and Consor North America for work on the Graeagle-Blairsden Bridge project, Inc. extending performance period to July 31, 2027; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 4 between the County of Plumas and Consor North America, Inc. for the Graeagle-Blairsden bridge replacement extending the expiration date to July 31, 2027.

Background and Discussion:

On November 19, 2018 the Board of Supervisors approved an agreement with Quincy Engineering for the design of Graeagle-Blairsden replacement bridge. Amendment No. 1 was approved June 8, 2021 extending the expiration date of the agreement to July 31, 2024. The attached Amendment No. 4 extends the expiration date to July 31, 2027. Amendment No. 3 transferred the project through a letter of assignment from Quincy Engineering to Consor North America, Inc. This was due to Consor acquiring Quincy Engineering.

Action:

Approve and authorize Chair to sign Amendment No. 4 to Agreement between Plumas County Public Works and Consor North America for work on the Graeagle-Blairsden Bridge project, Inc., No General Fund Impact; approved as to form by County Counsel

Fiscal Impact:

No General Fund Impact. Road budget via contract.

Attachments:

1. Amendment No. 4 Consor North America signed

AMENDMENT NO. 4
to the
PROFESSIONAL SERVICES AGREEMENT

**Professional Engineering Services for the Final Design Phase of the
Blairsden-Graeagle Bridge Project over the Middle Fork of the Feather River
Blairsden, California**

This Fourth Amendment to Agreement ("Amendment") is made on July 16, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Consor North America Inc. ("CONTRACTOR") who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Consor North America Inc. have entered into a written Agreement P.W.R.D. 19-01 dated November 19, 2018, (the "Agreement"), in which Consor North America Inc. agreed to provide Professional Engineering Services for the Final Design Phase of the Blairsden-Graeagle Bridge Project services to Plumas County.
 - b. Because the Agreement is set to expire July 31, 2024, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Article IV Performance Period Section A is amended to read as follows:

This contract shall go into effect upon contract execution and shall end on July 31, 2027, unless extended by contract amendment. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator.
3. **Effectiveness of Agreement:** Except as set forth in this Fourth Amendment of Agreement, all provisions of the Third Amendment dated February 7, 2023, Second Amendment dated September 20, 2022, First Amendment dated June 8, 2021, and the Agreement dated November 19, 2018, shall remain unchanged and in full force and effect.

CONTRACTOR:

Consor North America Inc.

By: _____
Name: Jason Jurrens
Title: California Regional Manager
Date signed:

COUNTY:

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

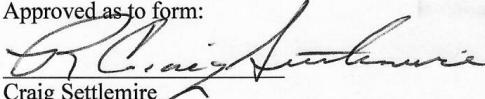
By: _____
Name: Greg Hagwood
Title: Chair Board of the Board of Supervisors
Date signed:

ATTEST:

By: _____

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

Approved as to form:


Craig Settemire
Counsel



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Michael Baker International, Inc. to provide services in assisting with the Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program-Coronavirus, Aid Relief, Economic Security Act CDBG-CV2-3 (CARES Act) small business grant program guidelines and implementation; effective March 4, 2024; not to exceed \$70,000; (No General Fund Impact) CARES Act grant funded; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Michael Baker International, Inc. to provide services in assisting with the HCD CDBG CARES Act small business grant program guidelines and implementation; effective March 4, 2024; not to exceed \$70,000.

Background and Discussion:

On February 14, 2023, the Board of Supervisors approved a Services Agreement with Michael Baker International, Inc. in the amount of \$70,000 (not to exceed) with a term through March 3, 2024. HCD executed Grant Agreement Number 20-CDBG-CV2-3-00376 with the County for the amount of \$523,462 to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act for a Small Business Assistance Recovery Program for both unincorporated Plumas County business and City of Portola business, with a term ending March 3, 2024. On September 26, 2023, HCD extended the term of Grant Agreement Number 20-CDBG-CV2-3-00376 from March 3, 2024, to October 31, 2024. Because the HCD Standard Agreement 20-CDBG-CV2-3-00376 was amended on September 26, 2023, to extend the term to October 31, 2024, and there is continuing grant implementation tasks for Michael Baker International, Inc. to perform, the parties desire to change the Agreement term under this Services Agreement, as follows:

Paragraph 3. Term. The term of this agreement shall be from March 4, 2024, through October 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 4, 2024, to the date of approval of this Agreement by the Board of Supervisors. All provisions of the previous Agreement dated February 14, 2023, remain unchanged in this Services Agreement.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Michael Baker International, Inc. to provide services in assisting with the HCD CDBG CARES Act small business grant program guidelines and implementation; effective March 4, 2024; not to exceed \$70,000.

Fiscal Impact:

CARES Act grant funded.

Attachments:

1. Plumas_CV2-3_MB_County_ServicesAgreement_BOS 7.16.24

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Planning Department (hereinafter referred to as "County"), and Michael Baker International, Inc., a Pennsylvania corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in **Exhibit A**, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in **Exhibit B**, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy Thousand Dollars (\$70,000.00).
3. **Term.** The term of this agreement shall be from March 4, 2024, through October 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 4, 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. **Department of Housing and Community Development Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act CDBG-CV2-3 Standard Agreement 20-CDBG-CV2-3-00376 and Amendment Number 01.** Contractor shall comply with all requirements and obligations under the Standard Agreement (STD 213) in **Exhibit C**, attached hereto, including all paragraphs in Exhibits A, B, C, and D as attached and made a part of the Standard Agreement or otherwise incorporated by reference.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in **Exhibit A**. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** Contractor shall indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

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

23. Time 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,

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

CONTRACTOR:

Michael Baker International, Inc., a Pennsylvania corporation

By: _____
Name: Willam M. Hoose
Title: Vice President
Date signed:

By: _____
Name: Richard Beck
Title: Assistant Secretary
Date signed:

COUNTY:

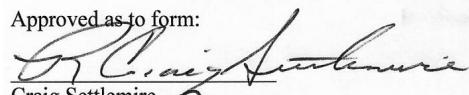
County of Plumas, a political subdivision of the State of California

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

TASK 1: SMALL BUSINESS GRANT PROGRAM GUIDELINES

Task 1A

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

Task 1B

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

Task 1C

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

Task 1D

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

Task 1E

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

Task 1F

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Task 1G

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

Task 1H

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

TASK 2: SMALL BUSINESS GRANT PROGRAM IMPLEMENTATION

Task 2A

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

Task 2B

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

Task 2C

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

Task 2D

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

Task 2E

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

Task 2F

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

Task 2G

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT B

Fee Schedule

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT C

Department of Housing and Community Development
Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act
CDBG-CV2-3 Standard Agreement 20-CDBG-CV2-3-00376 and Amendment Number 01
Exhibits A, B, and D and Exhibit C incorporated by reference

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-CDBG-CV2-3-00376	

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$523,462.00

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

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

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

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

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

CONTRACTOR

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS 520 Main Street <i>ROOM 309</i>	CITY Quincy	STATE CA	ZIP 95971
PRINTED NAME OF PERSON SIGNING <i>GABRIEL HYDRICK</i>	TITLE <i>COUNTY ADMINISTRATOR</i>		
CONTRACTOR AUTHORIZED SIGNATURE <i>C. Hydrick</i>	DATE SIGNED <i>2/22/22</i>		

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
20-CDBG-CV2-3-00376

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/4/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

For

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

SCO ID:

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
		20-CDBG-CV2-3-00376	01	

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

03/04/2022

THROUGH END DATE

10/31/2024

3. The maximum amount of this Agreement after this Amendment is:

\$523,462.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The term of this Agreement is hereby extended from March 3, 2024, to October 31, 2024. As a result, this Agreement now expires on October 31, 2024.

The Expenditure Deadline referenced in Exhibit A, Section 5.B. is hereby extended to October 31, 2024. All references to the Expenditure Deadline in this Agreement shall mean such new extended date.

In Exhibit A, Section 5.A., Grantee shall now have until the Expenditure Deadline referenced above to complete the grant activity(ies) in this Agreement. *All other terms and conditions shall remain the same.*

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

CONTRACTOR

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS

520 Main Street, Room 309

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

TRACEY FERGUSON

TITLE

PLANNING DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE

Tracey Ferguson

DATE SIGNED

9/21/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Crystal Alvarez

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Crystal Alvarez

DATE SIGNED

9/26/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

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

2. Scope of Work

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

Program Name: Community Development Block Grant Coronavirus Response (CDBG-CV2-3)

NOFA Date: 12/18/2020

Approved Date: 7/8/2021

Prep. Date: 12/08/2021

EXHIBIT A

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

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

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

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

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

EXHIBIT A

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

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

4. Effective Date and Commencement of Work

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

5. Term of Agreement and Performance Milestones

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

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

1) Reporting Deadlines:

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

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

1) Failure to Meet Milestones:

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

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completed, or the activity is canceled.

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

6. Scope of Work Revisions and Amendments

A. Contract Revisions:

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

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

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

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

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

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changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

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

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

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

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

C. HUD Matrix Codes:

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

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7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers.

Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

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

B. Contract Management:

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

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

C. Grantee Contract Administrator:

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

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

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

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

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
- 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

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2. Availability of Funds

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

3. Eligible Costs

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

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

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

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

4. Method of Payment

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

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

A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
- 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.

B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.

C. Final Payment Requests:

- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

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referenced in Exhibit A, Section 5 of this Agreement.

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

5. **Budget Revisions and Amendments**

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

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:

- 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

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the overall budget.

- 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.
- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

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

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

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

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

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

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CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001
CFDA Number: 29.019
Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
 - 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Public Services (§ 5305 (a)(8))
 - 5) Business Financial Assistance (§ 5305 (a)(17))
 - 6) Microenterprise Assistance (§ 5305 (a)(22))
- B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.
- F. "Department" means the California Department of Housing and Community Development.

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

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and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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

3. Eligible Activities

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

4. National Objectives

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

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

5. Termination and Remedies for Noncompliance

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

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

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

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

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Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.
- e) Request that HUD initiate federal suspension debarment proceedings.
- f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. Severability

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

7. Waivers

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

8. Uniform Administrative Requirements

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

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

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

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

9. Compliance with State and Federal Laws and Regulations

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

10. Affirmatively Furthering Fair Housing

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

11. Equal Opportunity Requirements and Responsibilities

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

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

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

12. Relocation, Displacement, and Acquisition

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

14. Environmental Compliance

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

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

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property list.

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

15. Procurement

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

16. Procurement of Recovered Materials

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

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

- 1) are not reasonably available in a reasonable period of time;
- 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
- 3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
- 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

17. Contracting and Labor Standards

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

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or compensation of any kind.

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

18. Prevailing Wages

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

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

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

19. Contractors and Subrecipients

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

20. Requirements for Economic Development Activities

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

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

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

21. Rights to Inventions Made Under a Contract or Agreement

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

22. Prohibition Against Payments of Bonus or Commission

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

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

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23. Reporting Requirements

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

24. Fiscal Controls

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

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

25. Reversion of Assets

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

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

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

26. Monitoring Requirements

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

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

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

27. Inspections of Grant Activity

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

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

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

28. Signs

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

29. Insurance

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

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

30. Anti-Lobbying Certification

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

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

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employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

31. Conflict of Interest

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

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

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

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

33. Energy Policy and Conservation Act

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

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

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

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

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

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

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: July 16, 2024

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

Recommendation:

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

Background and Discussion:

The Board of Supervisors approves all meeting minutes monthly as submitted.

Action:

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

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 06-04-2024
2. Minutes 06-11-2024
3. Minutes 06-18-2024
4. Special Meeting Minutes 06-25-2024



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 4, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Travis Goings led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Merle Rusky made comments to the Board regarding her recent Claim Against the County.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Nicole Reinert (Public Health Director) presented certificates to Eastern Plumas Healthcare workers Corina Tidwell, and Amy Burkhart for their efforts with Healthy Heart.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

Patrick Joseph updated the Board on data statistics, single family dwellings, and secondary information. Their website will have more information regarding this. On Friday, June 7, 2024, Covered California will have staff on hand to assist local residents on the mitigation grant in Greenville. Round House Council will be conducting a Ribbon Cutting Ceremony at 1pm 6-20-2024.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble handouts - <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18284>

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18285>

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18286>

C. US FOREST SERVICE

Report and update.

No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board on attending the Forest Service introduction on June 3, 2024, of the Royal Elk Management Group who will be managing the campgrounds in Plumas County.

E. COUNTY TREASURER'S REPORT

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

No Report Provided

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

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

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

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

A. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a mental health rehabilitation and crisis residential center; effective July 1, 2024; not to exceed \$150,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a locked psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Seniors Connection providing health services to homebound seniors; effective July 1, 2024; not to exceed 95,000.00; (No General Fund Impact) Mental Health Services Act Funds; approved as to form by County Counsel.

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective 7/1/24-6/30/25; not to exceed \$58,416.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system; effective 7/1/24-6/30/25; not to exceed \$56,000.00; (No General Fund Impact) for CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting in class parenting classes offered to parents of children who are in the Child Welfare system; effective 7/1/24 to 06/30/25; not to exceed \$17,200; (No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective 7/1/24-6/30/25; not to exceed \$20,000.00; (No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds; approved as to form by County Counsel.
- 5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs child care services; effective July 1, 2024 to June 30, 2025; not to exceed \$233,129.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

C. PLUMAS ARTS COMMISSION

- 1) Adopt **RESOLUTION** Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel.
Roll call vote

Motion: Adopt [**RESOLUTION No. 24-8915**](#) Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

D. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc.; effective June 1, 2024, for marijuana eradication; not to exceed \$75,000.00; (No General Fund Impact) Grant funded (70348); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service, for general marine repairs and services; effective May 1, 2024; not to exceed \$25,000.00; (No General Fund Impact) Grant funded (70350); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., for general automotive body repair services; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Current Electric & Alarm, Inc. for alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services; effective March 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

E. PUBLIC WORKS/ROAD DEPARTMENT

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Plumas District Hospital, retroactive to February 1, 2024; not to exceed Nine Thousand Dollars and 00/100 (\$9,000.00) for Public Works employees to have their commercial drivers take medical exams to maintain their commercial drivers' license; No General Fund Impact; road funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign Amendment No. 1 and 2 to the agreement #PWRD 24-013 between Plumas County Public Works and MGE Engineering to update the Caltrans plans, specifications and studies required for Snake Lake Bridge Project; No General Fund Impact. Payable by the Road Fund; approved as to form by County Counsel.

F. COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS

- 1) Accept Certification of Chester Public Utilities District Special Tax Election May 7, 2024 results.

G. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Counsel and Lexis Nexis for legal research, digital publications and reference manuals; effective June 4, 2024, through July 31, 2027; not to exceed \$26,500 for 3 years; (General Fund Impact) as requested in FY24/25 budget (20080/523710); approved as to form by County Counsel.

H. CLERK OF THE BOARD

- 1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.
- 2) Approve the Meeting Minutes for all meetings held in May 2024, as submitted.

I. FACILITY SERVICES

- 1) Authorize and approve the Board Chair to accept the donation of a memorial bench in memory of Robert Compton to be placed at Gansner Park near the BBQ area or softball field.

J. SOLID WASTE

- 1) Approve and authorize Chair to sign amendment No. 1 to agreement between Plumas County Public Works and Vestra Resources, Inc. amending task 3 and increasing compensation by \$5,250; No General Fund Impact; approved as to form by County Counsel.

K. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation (Caltrans) for an encroachment permit for the Annual Mile High 100 Cycling Event to be held on June 15, 2024.

L. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and County of Sierra, through its Public Health Department to provide services for the Ryan White Part B Program; effective April 1, 2024; not to exceed \$3,000.00; (No General Fund Impact) Ryan White Part B; approved as to form by County Counsel.

M. PROBATION

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and the County of Tehama; effective July 1, 2024; not to exceed \$200,000.00 dollars; Potential General Fund Impact of \$10,000.00 as approved in FY2024-2025 budget item 2040053-530440; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

- 1) Approve and authorize Chair to sign Change Order No. 2, 3 & 4 to Construction Agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Change Order No. 2, 3 & 4 to Construction Agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presented.

Supervisor McGowan commented.

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. RISK MANAGEMENT - Travis Goings

- 1) Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action.

Motion: Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

Travis Goings presented.

B. FACILITY SERVICES & AIRPORTS - Nick Collin

- 1) Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.

Motion: Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.,

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

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

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

C. PUBLIC WORKS/ROAD DEPARTMENT - Rob Thorman

- 1) **CONTINUED PUBLIC HEARING:** Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on May 21, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact. Approved as to form by County Counsel.; discussion and possible action. **Roll call vote.**

Motion: **CONTINUED PUBLIC HEARING:** Adopt [ORDINANCE No. 24-1156](#) of the County of Plumas, State of California, first introduced on May 21, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact. Approved as to form by County Counsel.; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

D. HUMAN RESOURCES - Debra Lucero

- 1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Debra Lucero presented.

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position.

Motion: Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Sharon Sousa and Che Shannon presented.

- 2) Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of \$1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of \$1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Sharon Sousa and Che Shannon presented.

F. AUDITOR-CONTROLLER - Martee Nieman

- 1) Adopt **RESOLUTION** Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8916**](#) Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Martee Niemann presented.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero updated the Board on perhaps going to 2 Board meetings a month, increasing signing limits for Department Heads. This would streamline workflow.

B. Adopt **RESOLUTION Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000) approved as to form by County Counsel; discussion and possible action. **Roll call vote****

Motion: Adopt [**RESOLUTION No. 24-8917**](#) Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000) approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Lucero presented.

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

1) Appoint Supervisor Kevin Goss as the authorized representative for National Association of Counties (NACo); discussion and possible action; **Roll Call Vote**

Motion: Appoint Supervisor Kevin Goss as the authorized representative for National Association of Counties (NACo); discussion and possible action; **Roll Call Vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

B. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on July 9, 2024; discussion and possible action.**

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on July 9, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding moving throughout the County due to roadwork.

Supervisor Hagwood received correspondence regarding being on HBO TV Special regarding an old case he was on when he was the Sheriff.

Supervisor Engel received no correspondence.

Supervisor McGowan received correspondence regarding moving throughout the County due to roadwork, and maybe having meetings at each end of the county, and the recent recall petitions in his district.

Supervisor Ceresola received correspondence regarding how the wolf packs overgrown in the county.

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

Supervisor Goss attended and spoke at the recent Memorial Day gathering at Dame Shirley Plaza.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain 12:00 P.M.** Personnel: Public employee appointment or employment - Environmental Health Director
- B. **Time Certain 1:00 P.M.** Personnel: Public employee appointment or employment - Environmental Health Director
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

As a result of the discussion in relation to 7.D. Conference with Legal Counsel - Chair Hagwood reported the complaint filed by the CAO against the DA was investigated by a neutral and third party attorney investigator. There are no findings, the matter is closed. County Counsel will send closure letters to the parties.

8. ADJOURNMENT

Adjourned meeting to Tuesday, June 11, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 11, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Supervisor McGowan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

There were (0) public comments received electronically prior to the meeting, and (3) comments during the meeting in person and on zoom.

Chris Rouse introduced himself as the new Executive Director of Plumas Arts, and invited the Board to several of the upcoming events being held and sponsored by Plumas Arts.

Tracey Ferguson (Planning Director) commented to the Board concerns she has heard from the public regarding current traffic controls and being more transparent in connection with Caltrans.

Supervisor Goss updates Board on another piece of the puzzle at Canyon Dam regarding traffic control. Would like to see Caltrans come to the Board meetings at least once a month to give updates.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

David Hollister - DA gives a quick statement regarding the upcoming budget, and provides the Board a handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18306>

CAO Lucero comments

Supervisor McGowan comments

Tracey Ferguson - Planning Director updates the Board on current mining operations, inspections.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Tracey Ferguson - Planning Director updates the Board on the draft Request For Quote which is due June 17, 2024.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble - handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18305>

C. US FOREST SERVICE

Report and update.

No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided.

E. COUNTY TREASURER'S REPORT

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

No Report Provided.

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** None, **Seconded by** None.

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

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

A. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and SacValleyMedshare Health electronic health information exchange; shall commence on the effective date; \$22,500.00 initial set up cost, annually thereafter \$2,500.00; (No General Fund Impact) state and federal funding; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and City of Redding Participation Agreement the collaboration of county agencies entering information into Homeless Management Information System and Coordinated Entry System effective July 1, 2024; not to exceed \$11,999.74; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini TaiChi Instructor; effective July 1, 2024; not to exceed \$25,000.00; (No General Fund Impact) funding from the Mental Health Services Act; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School to provide school-based mental health services; effective July 1, 2024; not to exceed \$140,000.00; (No General Fund Impact) Mental Health Services Act state funding source; approved as to form by County Counsel.

B. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Redwood Toxicology, Inc., for providing drug screenings; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (70330/524870); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide 24-hour medical services to the Sheriff's Office Correctional Facilities ; effective July 1, 2024; not to exceed \$102,300.00; (General Fund Impact) as requested in FY24/25 budget (70380/521900); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kassbohrer All Terrain Vehicles for general equipment repairs and maintenance; effective June 1, 2024; not to exceed \$20,000.00; (General Fund Impact) as approved in FY23/24 various budgets; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Sherriff's Office and Joseph Schad, D.O., to provide and coordinate medical case services for inmates at correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$178,200.00; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.
- 5) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kelsey Driscoll, dba Veritas Mountain Medical to provide medical services to inmates at the correctional facilities managed by Plumas County Sheriff's Office; effective July 1, 2024; not to exceed \$1,296,000.00; Three year contract; (General Fund Impact) as proposed in FY24/25 budget (70380 / 521900); approved as to form by County Counsel.
- 6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and William J. Spradling, dba Downtown Barber Shop to provide haircuts and beard trims to inmates once a month or on an as-needed basis; effective June 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 budget (22911 / 521900); approved as to form by County Counsel.

C. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent the break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/24-6/30/25; not to exceed \$25,000.00; (No General Fund Impact). Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program.; effective 7/1/2024-6/30/2025; not to exceed \$30,000.00; (No General Fund Impact) The funds come from federal and state sources.; approved as to form by County Counsel.

D. FARM ADVISOR/COOPERATIVE EXTENSION

- 1) Approve and authorize Chair to sign amendment No. 2 to agreement between Plumas County and The Regents of the University of California to extend and provide continued funding for 4-H Community Education Specialist 2; Effective July 1, 2024. (General Fund Impact) of \$20,545.00; approved as to form by County Counsel.

E. INFORMATION TECHNOLOGY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC; to host the county website; effective July 1, 2024; not to exceed Twenty-One Thousand, Seventy-Six Dollars and Forty Five Cents (\$21,076.45) ; (General Fund Impact) as approved in FY24/25 budget (2022052/520411); approved as to form by County Counsel.

F. FACILITY SERVICES

- 1) Approve and authorize Board Chair to waive fees for use of the Almanor Rec Center in Chester for the Chester High School Sober Graduation Celebration on Friday, June 14, 2024; General Fund Impact.
- 2) Approve and authorize Board Chair to waive fees for the use of the Almanor Rec Center in Chester for the Chester Elementary School 6th grade graduation party on Thursday, June 13, 2024; General Fund Impact.

G. LIBRARY

- 1) Approve closure of the Chester Library for June 22nd, 2024, to allow Friends of the Chester Library to conduct their annual book sale.

H. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$20,650.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Data Management ; effective July 1, 2024; not to exceed \$8,500.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health Agency (PCPHA) and First 5 Plumas County Children & Families Commission (First 5) PCPHA will provide the Family First Home Visiting Program; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) (First 5); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Adopt **RESOLUTION** to authorize the Director of Public Health to accept and sign an award agreement number 05897-AR71434 between Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA); (No General Fund Impact) (award); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8918** to authorize the Director of Public Health to accept and sign an award agreement number 05897-AR71434 between Public Health Institute (PHI) and Plumas County Public Health Agency (PCPHA); (No General Fund Impact) (award); approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Nicole Reinert presented via Zoom, also states the award was \$40,000.

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program.

Motion: Respectfully requesting the Board of Supervisors accept a \$1,000.00 grant award to Behavioral Health from Cal Poly Humboldt on behalf of Plumas County employee # 101114's participation in the Integrated Behavioral Health Training program., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

Sharon Sousa presented.

C. ENVIRONMENTAL HEALTH - Rob Robinette

- 1) Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an extension to a contract that includes modifications, between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA); effective June 30, 2024 through December 31, 2024; not to exceed \$29,700; (General Fund Impact) as requested in FY 2024/2025 budget (20020 / 521900); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Rob Robinette presented.

CAO Lucero Comments

D. PLANNING - Tracey Ferguson

- 1) Informational discussion regarding the Water Solutions Network (WSN) Upper Feather/LA Watershed Framework Test Drive initiative and interest by Plumas County in being a co-convenor to a Fall 2024 gathering; possible direction to Planning Department staff.

Motion: Direction to staff to draft a Resolution and have it placed on the agenda for June 25, 2024, for Board vote, also nominates Supervisor Ceresola, and Supervisor McGowan as alternate.; Informational discussion regarding the Water Solutions Network (WSN) Upper Feather/LA Watershed Framework Test Drive initiative and interest by Plumas County in being a co-convenor to a Fall 2024 gathering; possible direction to Planning Department staff., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

No: Supervisor - District 5 Engel.

Tracey Ferguson presented.

Supervisors Goss, and McGowan commented indicates support.

Debbie Franco is online, discussion of what the watershed is, Board directs staff to prepare a Resolution affirming support and becoming a co-convenor.

Board directs staff to create a Resolution

Supervisor Engel says No, wants to know about the cost.

Direction passes 4-5 Engel says no, designates Supervisor Ceresola as rep for county,

Supervisor McGowan as alternate, passes 4-5.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

5. BOARD OF SUPERVISORS

A. Results of the Investigation of a Complaint by the CAO against the District Attorney, based on conclusions made by the investigator, the allegations did not support a *prima facie* case of violation of County policies and procedures. As such, the investigation is now concluded; further discussion.

Jane Braxton-Little asks Board what the cost of the investigation was, Chair Hagwood states that the investigation cost roughly \$18,000. She also formally requests that the report be made public. This item will return to the Board on June 15, 2024, for further discussion regarding releasing the report.

District Attorney Hollister comments.

B. The Plumas County Board of Supervisors is proposing two Board Meetings a month, (1st and 3rd Tuesday of every month), discussion and possible direction to staff.

This item will return to the Board on Special Meeting on June 25, 2024, for further discussion and possible action. 4-5 yes, Supervisor Engel says no.

Sheriff Johns has concerns about hiring and timing. There may be a gap if the Board goes to two meetings a month.

Tracey Ferguson - Planning Director comments generally supporting the two meetings. Questions will there be less compensation for the Board. She would also like to see a policy regarding what the Board does when responding to concerns.

Clint Koble comments, that he would like to see more interaction with the public at meetings. Would like to continue with three meetings a month.

Chair Hagwood comments time spent on County Government would be the same with fewer meetings, and would like to it back after more thinking.

CAO Lucero comments regarding giving more monetary controls to Department Heads, and herself. Supervisor Ceresola would like to stay with three meetings a month.

1 Public Comment on Zoom

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding Leo Dumont from Greenville about why the water service district is purchasing property on Hot Springs Rd. Jim Graham is sending agenda items regarding Transportation Meetings, Town Hall meeting 6/11/2024, and the LAFCO meeting regarding concerns in Crescent Mills. Meeting with constituents at the Evergreen Market in Greenville.

Supervisor Hagwood received correspondence regarding abandon vehicles on County property, traffic speed limits around Chandler Rd. Quincy downtown planning, Lowry House, and Dame Shirley Plaza.

Supervisor Engel received correspondence regarding illegal camping and RV parking in his district, a lack of a quorum for the Johnsville Review Design Committee.

Supervisor McGowan received correspondence regarding verbal several activities concerning the County park in Chester, has a meeting with Facilities Director to discuss possible solutions.

Supervisor Ceresola received correspondence regarding training for ranchers, CAL Fire being able to give access to ranchers during fires. Road repair questions regarding A23/24. Abandoned vehicles, 5 confirmed wolf kills, met with Fish and Game, there will be a virtual meeting on June 13.

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

Reported by Supervisor Hagwood regarding matters related to County Government and included attending the Transportation meeting on June 17, 2024.

Reported by Supervisor Goss regarding matters related to County Government and include Behavioral Health Commission, just received correspondence power is out in Greenville. Roundhouse ribbon cutting ceremony, Congressman Kiley will be in Greenville tomorrow to meet with to go over rebuilding.

Reported by Supervisor Engel regarding matters related to County Government and included ribbon cutting for the new jail.

CAO Lucero informed the Board the the County will be hosting the Trindel Directors Meeting in Chester.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment - Environmental Health Director
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- C. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code 54956.9 (Worker's Compensation Case No. TIBV-600185)

F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported item D was pulled and not discussed. The Board of Supervisors agreed to receive \$82,703.60 from litigation related to PG&E these monies are litigation hold-over funds that are received by Plumas County.

7. ADJOURNMENT

Adjourned meeting to Tuesday, June 18, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 18, 2024

STANDING ORDERS

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

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Live Stream of Meeting

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ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Clint Koble led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George offers a short prayer.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns updated the Board on the Rainbow Family of Living Life camping over in the NE Antelope Lake/ Red Rock Look Out Area, and says there is expected to be 10,000 event attendees starting June 18, through July 4th weekend.

Jim Graham presents a hand-out to the board regarding traffic delays

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18309>

Clint Koble comments on Chair Hagwood being on an HBO special.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others.

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble yields his time to Kristin York, Sierra Business Council.

C. US FOREST SERVICE

Report and update.

No Report Provided

D. MUNIS HR/PAYROLL MODULE UPDATE

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

Martee Graham - Auditor Controller updates Board on still working with Client First.

E. COUNTY TREASURER'S REPORT

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

No Report Provided

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

G. PRESENTATION: 2023-2027 Sierra Economic Development District (SEDD) Comprehensive Economic Development Strategy (CEDS) - Kristin York, Sierra Business Council.

Kristin York, Sierra Business Council presents to the Board. Request to agendize a letter for Chair approval on July 2, 2024.

Clint Koble commented.

2. CONSENT AGENDA

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

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

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

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

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and the County of Modoc, through its Health Department to provide services for the Ryan White Part B program; effective April 1, 2024; not to exceed \$7,390.00; (No General Fund Impact) (RW Part B); approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Plumas District Hospital to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$29,090.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

B. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and DBT Transportation Services, LLC for AWOS tri-annual maintenance calls and repair services; effective July 1, 2024; not to exceed \$23,367.00; (No General Fund impact) funded by airport revenue; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Current Electric and Alarm to change the completion date of the Quincy Library Fire Alarm installation; (General Fund impact) as requested in FY24/25 budget ; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Sharon Furniture, Inc. dba Towne Flooring Center to extend the completion date of flooring installation at the Chester Memorial Hall due to a scheduling conflict; (General Fund impact) no further impact; approved as to form by County Counsel.

C. INFORMATION TECHNOLOGY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and SubscribeIT for mandatory IBM license compliance tracking management and audit compliance, applicable to in-house program(s) referred to internally as "HAL"; effective June 30, 2024; not to exceed \$14,001.40; (General Fund Impact) as requested in FY24/25 budget (2022052/520411); approved as to form by County Counsel.
- 2) Approve and authorize Information Technology to recruit and fill, funded and allocated, vacant one (1) FTE Network/EDR Administrator; (General Fund Impact) as requested in the FY24/25 budget.

D. SOCIAL SERVICES

- 1) Adopt **RESOLUTION** authorizing the chair of the governing board of the Nevada-Sierra Connecting Point Public Authority as the Employer of record to submit on behalf of the County of Plumas authorization implementing the wage increase for IHSS independent providers to the State Department of Social Services (RES 24-059); (No General Fund Impact) federal and state funds; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No.** authorizing the chair of the governing board of the Nevada-Sierra Connecting Point Public Authority as the Employer of record to submit on behalf of the County of Plumas authorization implementing the wage increase for IHSS independent providers to the State Department of Social Services (RES 24-059); (No General Fund Impact) federal and state funds; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

E. PUBLIC WORKS/ROAD DEPARTMENT

- 1) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Road Maintenance Worker position in the Quincy Maintenance District; (No General Fund Impact) road fund.

F. PROBATION

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and Plumas Rural Services to facilitate The Parent Program as part of the Probation Department's Juvenile Justice Plan; effective July 1, 2024; not to exceed \$27,800.00: (No General Fund Impact) 20402-JJCJA state grant; approved as to form by County Counsel.

G. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for inpatient and outpatient psychiatric treatment; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health services; effective July 1, 2024; not to exceed \$100,000.00 (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

H. PLANNING

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Hinman & Associates Consulting, Inc. for services in assisting Plumas County with support and implementation of the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program and other related water resources activities, as directed; effective July 1, 2024; not to exceed \$25,000; (General Fund Impact) as requested in FY 24/25 budget for professional services (2049052/521900); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Land Logistics, Inc. increasing compensation to \$80,000 and extending the term to June 25, 2025; (General Fund Impact) as requested in FY 24/25 budget for professional services (2049052/521900); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS/ ROAD DEPARTMENT - Rob Thorman

- 1) Adopt **RESOLUTION** adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017; authorize Acting Director of Public Works to submit the project list to the California Transportation Commission (CTC); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll Call Vote**.

Motion: Adopt [**RESOLUTION No. 24-8920**](#) adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017; authorize Acting Director of Public Works to submit the project list to the California Transportation Commission (CTC); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll Call Vote**. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Rob Thorman presented.

B. SOLID WASTE - Rob Thorman

- 1) **PUBLIC HEARING 10:00 a.m.:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (Operated by Intermountain Disposal); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: **PUBLIC HEARING 10:00 a.m.:** Adopt [**RESOLUTION No. 24-8921**](#) Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 2 (Operated by Intermountain Disposal); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**. **Action:** Approve, **Moved by** None, **Seconded by** None.

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

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

Sean Graham presented.

CAO Lucero commented

Mr. Ross makes a comment

- 2) **PUBLIC HEARING 10:00 a.m.:** Adopt **RESOLUTION** Establishing a Revised Fee schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (Operated by Feather River Disposal); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: **PUBLIC HEARING 10:00 a.m.:** Adopt [**RESOLUTION No. 24-8922**](#) Establishing a Revised Fee schedule for Collection and Related Solid Waste Services for Franchise Service Area No. 1 (Operated by Feather River Disposal); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Sean Graham presented.

C. PLANNING - Tracey Ferguson

- 1) Review request by Quincy Fire Protection District concerning County of Plumas owned parcel (APN 117-360-001) located at 1378 Quincy La Porte Road (District 5) in context of the Surplus Land Act; County Planning Department staff has received County Counsel preliminary input; discussion and possible action.

Motion: Address staff to do whatever is necessary for the Planning Department to transfer this parcel. Review request by Quincy Fire Protection District concerning County of Plumas owned parcel (APN 117-360-001) located at 1378 Quincy La Porte Road (District 5) in context of the Surplus Land Act; County Planning Department staff has received County Counsel preliminary input; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Tracey Ferguson presented.

Johnny Mansell commented.

Fire Chief Carey commented.

Supervisor McGowan commented.

- 2) Receive information concerning the under-allocated CARES Act Grant Program funding discussed at the January 16, 2024, Board of Supervisors meeting, including Round 2 proposed award amounts; discussion and possible action.

Motion: Stay with the revised 6-18-2024 table. Receive information concerning the under-allocated CARES Act Grant Program funding discussed at the January 16, 2024, Board of Supervisors meeting, including Round 2 proposed award amounts; discussion and possible action.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

Tracey Ferguson presented.

Clint Koble presented.

Interim County Counsel Josh Brechtel comments.

Supervisor Engel comments

D. LIBRARY - Dora Mitchell

- 1) Approve and authorize supplemental budget transfer of \$8,534 from Contributions from Other Agencies (20670/46070) to Regular Wages (20670/51000) in the amount of \$5,121, and to Books (20670/524510) in the amount of \$3,413; due to receipt of unanticipated grant funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of \$8,534 from Contributions from Other Agencies (20670/46070) to Regular Wages (20670/51000) in the amount of \$5,121, and to Books (20670/524510) in the amount of \$3,413; due to receipt of unanticipated grant funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Dora Mitchell presented.

CAO Lucero comments.

E. COUNTY COUNSEL - Josh Brechtel

- 1) Approve and authorize Chair to sign agreements between Plumas County and Attorneys Craig Osborne, Jude Koenig and Alison Berman to perform duties as Public Defenders for the County of Plumas; 3 year contracts effective July 1, 2024; not to exceed \$115,174.56 per attorney for the first year with 1.5% increases each year after; (General Fund Impact) as requested in (FY24/25) budget (20320/526900); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign agreements between Plumas County and Attorneys Craig Osborne, Jude Koenig and Alison Berman to perform duties as Public Defenders for the County of Plumas; 3 year contracts effective July 1, 2024; not to exceed \$115,174.56 per attorney for the first year with 1.5% increases each year after; (General Fund Impact) as requested in (FY24/25) budget (20320/526900); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Jane Braxton Little comments.

F. AUDITOR-CONTROLLER - Martee Nieman

- 1) Approve and authorize supplemental expenditure accounts in the amount of \$1,024,360.83 for loan payments and interest payments for Golden State Finance Loan: Interest on Loan (0096J/2014152/529350) in the amount of \$24,360.83 and Principle on Loan (0096J/2014152/529506) in the amount of \$1,000,000.00; approved by Auditor/Controller.

Four/Fifths roll call vote

Motion: Approve and authorize supplemental expenditure accounts in the amount of \$1,024,360.83 for loan payments and interest payments for Golden State Finance Loan: Interest on Loan (0096J/2014152/529350) in the amount of \$24,360.83 and Principle on Loan (0096J/2014152/529506) in the amount of \$1,000,000.00; approved by Auditor/Controller.

Four/Fifths roll call vote, Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Martee Nieman presented

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero discussed a letter of opposition that she drafted for CSAC AB 2717. Supervisor McGowan commented.

5. BOARD OF SUPERVISORS

A. PUBLIC HEARING 11:00 a.m. The Board of Supervisors will open the public hearing on the FY 2024/2025 County Budget. Any member of the general public may appear at the hearing or submit their comments using the email address public@countyofplumas.com.

CAO Lucero read her opening letter to the Board and public.

Supervisor Elect Mimi Hall comments

District Attorney David Hollister comments

Debbie Wingate comments

Adam Cox comments via Zoom

Auditor-Controller Martee Nieman comments

County Clerk Recorder Marcy Demartille comments

John Kennedy comments via Zoom

Planning Director Tracey Ferguson comments

Treasurer-Tax Collector Julie White comments

Supervisor Goss comments

Christine Renteria comments

Sheriff Johns comments

Roni Towery comments

B. Release of the Investigation Report resulting from a Complaint by the CAO against the District Attorney; discussion and possible action.

Motion: Table this item until June 25, 2024; Release of the Investigation Report resulting from a Complaint by the CAO against the District Attorney; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

C. APPOINTMENTS

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding traffic stops taking too long.

Supervisor McGowan received correspondence regarding emails concerning truck loads not being secured on the way to the transfer station in Chester.

Supervisor Ceresola received correspondence regarding wolf packs in the area and Peak Fire moving along with consolidation.

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

Reported by Supervisor Hagwood regarding matters related to County Government and include attending the Transportation Committee meeting.

Reported by Supervisor McGowan regarding matters related to County Government and include building and planning concerns

Reported by Supervisor Goss regarding matters related to County Government and include attending the Transporation Committee meeting.

Reported by Supervisor Engel regarding matters related to County Government and included attending the Ribbon Cutting Ceremony for the new jail

Reported by Supervisor Ceresola regarding matters related to County Government and include attending the Sierra Valley Ground Water meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

7. ADJOURNMENT

Adjourned to a Special Meeting of the Board of Supervisors on Tuesday, June 25, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 25, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Forest Service led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George offered a short prayer

Two Zoom callers comment on Rainbow Family Gathering

Melissa Smith reads a letter to the Board. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18342>

Members of the Forest Service provided an update to the Board regarding the Rainbow Family Gathering. This item is to be brought back for further discussion at the request of the Board Chair

Sheriff Johns updates the Board on deputizing 10 officers who have POST/PC832 training and credentials to assist with the Rainbow Family Gathering.

ACTION AGENDA

1. DEPARTMENTAL MATTERS

A. BOARD OF SUPERVISORS - Josh Brechtel

- 1) Approve and authorize Chair to sign Modification of Agreement between Plumas County and Northern California EMS, Inc. extending the term to June 30, 2025; (General Fund Impact) No additional impacts; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign Modification of Agreement between Plumas County and Northern California EMS, Inc. extending the term to June 30, 2025; (General Fund Impact) No additional impacts; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Interim County Counsel Brechtel presented

B. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** Authorizing Participation in the Water Solutions Network Upper Feather/LA (Los Angeles) Watershed Framework Test Drive; General Fund Impact to FY24/25 budget Regular Wages (2049051 / 51000) and Professional Services (2049052 / 521900); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8923** Authorizing Participation in the Water Solutions Network Upper Feather/LA (Los Angeles) Watershed Framework Test Drive; General Fund Impact to FY24/25 budget Regular Wages (2049051 / 51000) and Professional Services (2049052 / 521900); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

No: Supervisor - District 5 Engel.

Tracey Ferguson presented

C. HUMAN RESOURCES DEPARTMENT - Debra Lucero

- 1) Adopt **RESOLUTION** Rescinding the Memorandums of Understanding between the County of Plumas and the Bargaining Units of Public Works and Public Works Mid-Management & Supervisors represented by Operating Engineers local #3; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8924** Rescinding the Memorandums of Understanding between the County of Plumas and the Bargaining Units of Public Works and Public Works Mid-Management & Supervisors represented by Operating Engineers local #3; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Debra Lucero presented

- 2) (A) Adopt **RESOLUTION** Ratifying the Memorandums of Understanding between the County of Plumas and the bargaining units of Public Works and Public Works Mid-Management & Supervisors represented by Operating Engineers Local #3; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

(B) Approve and authorize Chair to sign Memorandums of Understanding between Plumas County and the International Union of Operating Engineers, Local 3 Public Works Unit, and Public Works Mid-Management & Supervisors Unit; due to change in longevity language; effective January 1, 2024, to June 30, 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action.

Motion: (A) Adopt [**RESOLUTION No. 24-8925**](#) Ratifying the Memorandums of Understanding between the County of Plumas and the bargaining units of Public Works and Public Works Mid-Management & Supervisors represented by Operating Engineers Local #3; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

(B) Approve and authorize Chair to sign Memorandums of Understanding between Plumas County and the International Union of Operating Engineers, Local 3 Public Works Unit, and Public Works Mid-Management & Supervisors Unit; due to change in longevity language; effective January 1, 2024, to June 30, 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Debra Lucero presented.

- 3) Adopt **RESOLUTION** adopting Plumas County's Pay Schedule; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8926**](#) adopting Plumas County's Pay Schedule; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Debra Lucero presented.

D. AUDITOR/CONTROLLER - Martee Nieman

- 1) Approve and authorize supplemental expenditure accounts of \$600,000.00 for contribution for the Umpqua Bank loan payment for the County Annex building for FY21/22. 22/23, and 23/24. Contribution 4004458/580000 \$600,000.00; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental expenditure accounts of \$600,000.00 for contribution for the Umpqua Bank loan payment for the County Annex building for FY21/22. 22/23, and 23/24. Contribution 4004458/580000 \$600,000.00; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Martee Nieman presents.

2. BOARD OF SUPERVISORS

A. **CONTINUED PUBLIC HEARING:** The Board of Supervisors will continue the public hearing on the FY 2024/2025 County Budget.

Martee Nieman (Auditor-Controller) read the attached letter to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18330>

Supervisor Ceresola calls for a 5-minute recess
\$591K returned into the District Attorney's budget

Linda Judge comments
Tracey Ferguson commented on a strategic plan

Clint Koble commented
District Attorney Hollister commented

Sheriff Johns commented

Chair Hagwood comments

Supervisor-Elect Hall comments via Zoom

John Kennedy comments via Zoom

Adam Cox comments via Zoom

Ag. Commissioner Willow Vieria comments

Supervisor Goss comments

Supervisor McGowan comments

B. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2024/2025 in accordance with Government Code §29092, and other budgetary administrative controls in accordance with §29092; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8927**](#) adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2024/2025 in accordance with Government Code §29092, and other budgetary administrative controls in accordance with §29092; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

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

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

CAO Lucero presents

C. Release of investigative report resulting in a complaint by the CAO against the District Attorney (DA). Release of the recusal letter from the DA, and accompanying email which instigated the complaint by the CAO against the DA. The request is to release both documents simultaneously; discussion and possible action.

Motion: Release of investigative report resulting in a complaint by the CAO against the District Attorney (DA). Release of the recusal letter from the DA, and accompanying email which instigated the complaint by the CAO against the DA. The request is to release both documents simultaneously; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion Passed by split vote (**summary:** Yes = 3 No = 2).

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

No: Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Outcome of investigation attached <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18334>

D. The Plumas County Board of Supervisors is proposing two Board Meetings a month, (1st and 3rd Tuesday of every month). This item has been continued from June 11, 2024; further discussion and possible action;

Motion: Keep with three meetings a month. The Plumas County Board of Supervisors is proposing two Board Meetings a month, (1st and 3rd Tuesday of every month). This item has been continued from June 11, 2024; further discussion and possible action; **Action:** Approve, **Moved by** None, **Seconded by** None.

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

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

3. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public employee appointment or employment - Environmental Health Director

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

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

4. ADJOURNMENT

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



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact) Federal State and Realignment Funding.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact; Federal State and Realignment Funding).

Background and Discussion:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact; Federal, State and Realignment Funding).

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1.0 FTE Staff Services Specialist; vacancy due to retirement; (No General Fund Impact; Federal, State and Realignment Funding).

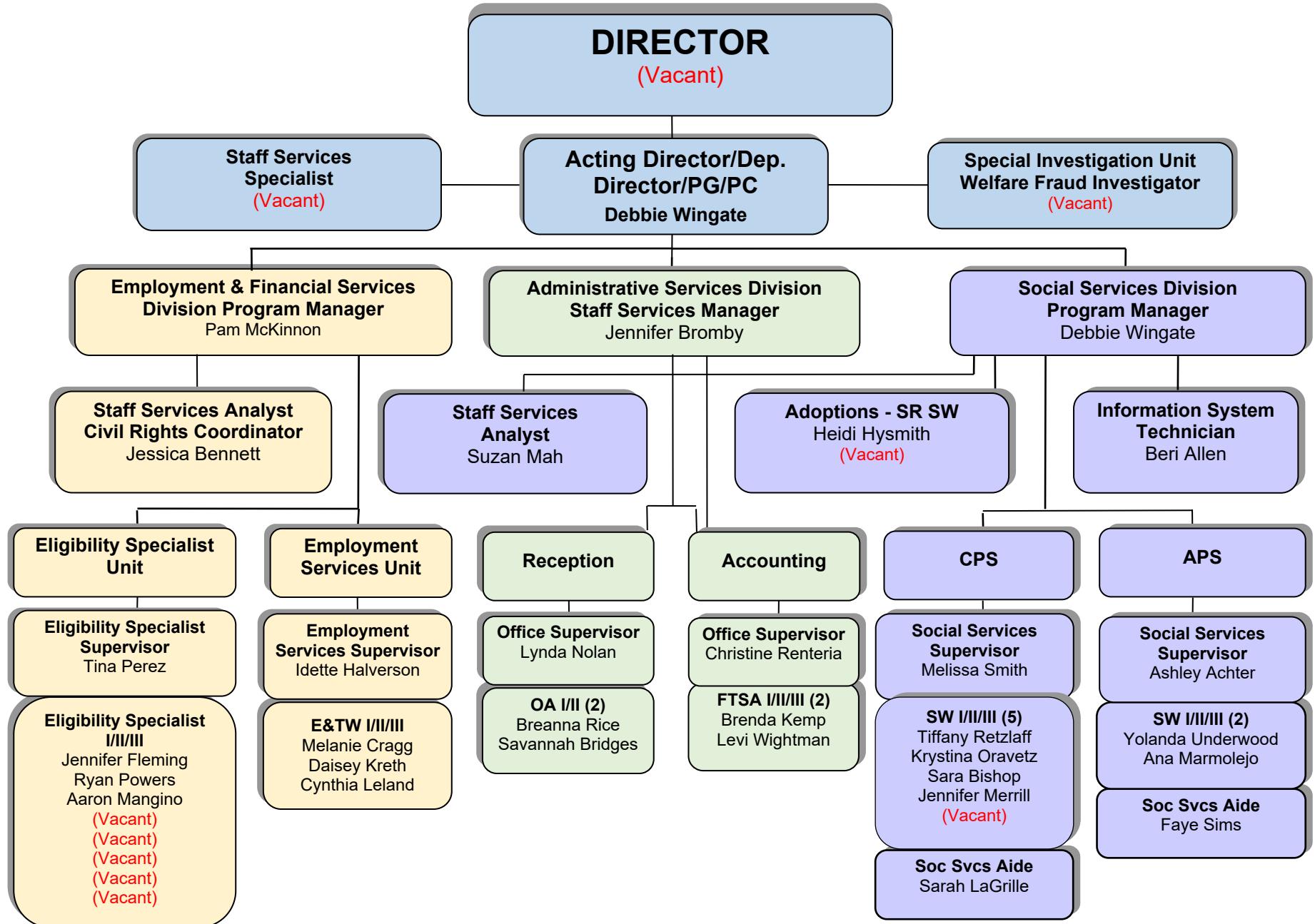
Fiscal Impact:

(No General Fund Impact) Federal, State and Realignment Funding.

Attachments:

1. PCDSS Organizational Chart 2024
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Staff Services Specialist 24
3. Position Classification Staff Services Specialist 24
4. Staff Services Specialist NS 4 2017_202210141805012281

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Staff Services Specialist

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

Answer: Yes. Staff Services Specialist performs a variety of technical administrative duties in support of facilities management, budget, administrative functions, or department projects, or programs that require a thorough knowledge of terminology, procedures and practices for the assigned functional area and all Social Service programs.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective July 12, 2024.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way – that is supervisory oversight is a feature of the unit designated organizational structure. The state approves appropriate classification levels.

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

Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs clerical and administrative functions.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

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

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

Position Classification: Staff Services Specialist

FTE: 1.00

Budgeted Position: Yes

This position is part of the administrative and clerical support structure of the Department of Social Services. Generally, administrative and clerical support functions are funded through Federal (50%), State General Fund dollars (35%) and 1992 Realignment (15%) dollars.

These funding allocations are established in state law.

Mandated Program: Yes.

Social Services programs are state-mandated and county-administered public services. Our mandates include requirements to interview all applicants for public assistance who are requesting CalFresh assistance as part of their application. Other mandates include screening for CalWORKs cash assistance and providing access to Covered California and the Affordable Care Act.

Position Description:

This position is responsible for oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

Funding Sources:

The funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

STAFF SERVICES SPECIALIST**DEFINITION**

Under general supervision, a Staff Services Specialist performs a variety of technical administrative duties in support of facilities management, budget, administrative functions, or department projects, or programs that require a thorough knowledge of the terminology, procedures, and practices for the assigned functional area. Areas of responsibility include, but are not limited to: researching, compiling, and reviewing data and information; processing financial and administrative records; creating and maintaining reports, records, spreadsheets, and files; coordinating technical administrative support services activities involving facility/fleet maintenance, office moves/setups (including telecommunications and information technology changes), program evaluation for funded programs; and participating in special projects, studies, and presentations.

DISTINGUISHING CHARACTERISTICS

The work performed emphasizes decisions, processes, and procedures that require incumbents to use substantial independent judgment within established laws, regulations, policies, and/or guidelines. Incumbents must apply a thorough knowledge of applicable laws, regulations, policies, and procedures in order to make both routine and non-routine decisions. When encountering a new or unfamiliar problem, incumbents are expected to evaluate the problem based on their knowledge and experience, and determine the appropriate course of action within their range of authority.

REPORTS TO

Social Services Director or Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

STAFF SERVICES SPECIALIST-2

EXAMPLE OF DUTIES

- Reviews reports, logs, and other documents; obtains and compiles fiscal, statistical, and administrative data and information from multiple sources; tracks and maintains data and prepares summaries and reports for management; notes trends and areas of concern; provides comments and/or recommendations regarding policy, procedure, staffing, program, or organizational changes.
- Initiates and submits required documentation to purchase equipment, supplies, and other items within an established budget.
- Participates in departmental meetings; participates on committees and task forces to share information with other agencies or departments; contributes information and suggestions regarding how to improve the efficiency and effectiveness of assigned responsibilities.
- Reviews, verifies, and processes documents related to department activities including budgets, contracts, grants, claims, legislation, purchasing, and other specialized documents based on area of assignment.
- Participates in conducting surveys and studies; performs research to track administrative, fiscal, personnel, and operational performance.
- Maintains routine and complex administrative, accounting, personnel, payroll, and/or fiscal records.
- Answers questions and provides information to the public, contractors, and vendors; assists in the investigation of complaints and recommends corrective action as necessary to resolve complaints.
- Prepares presentations, general and technical correspondence, and promotional materials; develops forms, tracking systems, databases, and spreadsheets.
- Tracks progress of projects, payments, expenditures, and reimbursements.
- Assists in the administration and coordination of special events, training, programs, or projects; assists in coordinating municipal activities among County departments and/or other organizations.
- Interprets general or program specific policies, procedures, rules, regulations, contracts, and/or labor agreements.
- Provides liaison and staff support to committees, commissions, and department management.
- May supervise the work of subordinate clerical or para-professional support staff, with responsibility for assigning, reviewing and evaluating their work, and initiating appropriate corrective action when needed.
- Distributes assignments to co-workers, subordinates, contractors, and others; functions as a program to project coordinator with delegated authority to direct the work of staff in a non-supervisory capacity.

STAFF SERVICES SPECIALIST-3

EXAMPLE OF DUTIES (continued)

- Prepares and distributes written procedures and other informational materials pertaining to area of assignment; may provide training to groups and individuals regarding procedures and information.
- Performs or coordinates technical administrative activities and projects.
- Performs other duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

Mobility to work in a standard office environment; use standard office equipment; physical ability to sit or otherwise remain stationary at work post for long periods of time; manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large documents holders (binders, manuals, etc.); vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone.

TYPICAL WORKING CONDITIONS

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

MINIMUM QUALIFICATIONS

Knowledge of:

- Technical principles and methods of investigating and resolving administrative problems.
- Fundamental governmental functions and organizations.
- Principles of effective customer service.
- Fundamental arithmetic principles and methods including addition, subtraction, multiplication, division, percentages, and fractions.
- Principles of effective business communication, including the development of correspondence, reports, and presentations.
- Basic principles and practices of fiscal, statistical, and administrative research; principles and practices of effective record keeping.
- Computer equipment and general office software, including word processing, spreadsheet, electronic mail, and database.
- English usage, including correct grammar, spelling and punctuation.
- Fundamental statistical methods.
- Basic techniques of project management.

STAFF SERVICES SPECIALIST-4

Ability to:

- Make administrative decisions and take actions based on the interpretation of laws and regulations as well as operating policies and procedures.
- Prioritize assignments based on broad criteria.
- Gather, tabulate, validate, summarize, and present data in a meaningful way.
- Prepare reports and cost projections using readily available information.
- Operate a personal computer utilizing spreadsheet, word processing, and database software at an intermediate to advanced level.
- Collect, compile, analyze, and present a variety of data in a meaningful way.
- Compose professional quality correspondence and letters.
- Write technically detailed reports; coordinate the efforts of multiple individuals to achieve a work objective.
- Reason logically and methodically.
- Recommend and implement procedural changes/improvements.
- Communicate effectively orally and express ideas clearly.
- Communicate effectively, in writing, using proper English, including grammar, punctuation, and spelling.
- Establish and maintain effective working relationships; act as an effective team player.
- Effectively listen to others, identify, and resolve central problems or issues.
- Work independently and accept responsibility for actions.
- Provide training and guidance to co-workers, subordinates, and other department staff.
- Learn and understand the organization and operations of the assigned area and/or outside agencies.
- Establish priorities, organize work, and meet deadlines.
- Supervise clerical and/or support employees, if required by the position.

TRAINING AND EXPERIENCE

Minimum qualifications for this position are:

Two (2) years of full-time experience performing journey-level clerical, secretarial, or administrative support work.

And

Equivalent of two years (60 semester or 90 quarter units) of coursework in business administration, public administration, personnel, statistics, economics, accounting, or a closely related field from an accredited college or university.

STAFF SERVICES SPECIALIST-5

Minimum qualifications for this position are (continued):

Substitution: Additional experience forming routine or complex clerical duties may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIRMENTS

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

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



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mike Grant, Deputy Sheriff II - Communication Coordinator

MEETING DATE: July 16, 2024

SUBJECT: Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, \$13,500. (No General Fund Impact) Title III Funds will be used for this purchase; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, \$13,500. (No General Fund Impact) Title III Funds will be used for this purchase; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

Plumas Co Search and Rescue has a significant number of searches or rescues involving mountain bikes or motorcycles each year. Each circumstance is different and there is no one-size-fits-all approach for each response. With that in mind, over the last year, members of the SAR team have thoroughly researched the purchase of the electric motorcycles that have led up to this agenda request. While there are many makes and models available, few lend toward the needs of a SAR team, with most focusing on pure recreational use.

A few very important requirements were a minimum of a 250# carrying capacity, a rack to transport medical and rescue equipment, the ability to limit the overall speed, enhancing safety, changing the front tire and wheel to 21", and hot-swappable batteries for extended operations. Twelve vendors offering a wide variety of electric motorcycle makes and models were provided the criteria identified and quotes were requested. Five ended up submitting quotes. Only one vendor was able to provide a quote that met the identified needs, the other quotes would require altering or discounting some of those needs. No vendors within Plumas County submitted a quote.

The team reviewed the responses and found the attached quote best meets the team's needs. Sierra BMW Motorcycles provided a number of discounts and has delivered similar motorcycles to no less than seven other law enforcement agencies. When approved, Search and Rescue will purchase the machines directly and request reimbursement from the Title III funds allocated to the Sheriff's Office for this need.

Action:

Approve a sales proposal between the Plumas County Sheriff's Office and Sierra BMW Motorcycle for the fixed asset purchase of two Beta Explorer Hunter Electric Motorcycles; total not to exceed, including DMV fees paid locally, \$13,500.

Fiscal Impact:

(No General Fund Impact) Title III Funds will be used for this purchase.

Attachments:

1. Sierra BMW Motorcycle Quote



www.sierrabmw.com



Motorcycles

Sierra BMW proudly powers police motors for the Nevada Highway Patrol, North Las Vegas PD, Reno PD, Sparks PD, Douglas County Sheriff's Office, South Lake Tahoe PD, and Washoe County Sheriff's Office.

May 16, 2024

Dear Tom,

Many thanks for the opportunity to quote for two (2) Electric Off-Road Motorcycles. I'll go down your list and answer each question directly:

Equipment requirements for mission (Scoring Value 40%):

1. Agile motorcycle-style frame, wheels, tires, suspension and components for travel on single track or rough two-track. **Yes, included as standard for the Beta Explorer E-Moto.**
2. Full electric motor 13kW/17.5hp or less. **Yes, included – please see spec sheet.**
3. Maximum total weight capacity to accommodate a 200-pound rider with a 15pound SAR kit. Prefer 250# plus overall capacity. **Yes, the Beta Explorer can accommodate up to 265 lbs.**
4. Minimum reliable range in local terrain of 50 miles is required. This can be met with lower overall speed settings that still allows the ability to climb steep grades. Prefer 75+ mile overall range. **Yes, the Beta Explorer can see ranges between 30-100 miles depending upon speed settings.**
5. Storage rack(s) or other solutions for SAR first aid kit and other equipment. **Yes, a rear rack is included.**
6. Hot (easily) swappable battery, to enable in-field battery changes for more range. Prefer battery that can be charged outside of motorcycle frame. **Yes, the battery is hot swappable in one minute.**

Equipment preferences for mission (Scoring Value 20%):

1. 21" front wheel and off road knobby tire for better handling on rough terrain.
Yes, this item is available at additional cost.
2. Motorcycle style tubeless tires for puncture resistance. **Yes, this item is available at additional cost.**
3. Ability to limit speed to 40MPH or less. **Yes, top speed is governed at 40mph.**

Cost (Scoring Value 40%)

\$5362.25

Kindest regards,

Lane Swall
General Manager/ Dealer Principal

Sierra BMW Motorcycle · 1380 Kleppe Lane Sparks, Nevada 89431 · 775-355-0655 · www.sierrabmw.com

"We specialize in CUSTOMER SERVICE."

Sierra BMW Motorcycle

1380 Kleppe Lane
Sparks, NV 89431
775-355-0655

Customer:

SIERRA BMW (offset with AR Customer BMW NA)
1380 KLEPPE LANE
SPARKS NV 89431
775-355-0655

Sales Deal Recap

Deal Number: 05/16/2024
Deal Date: 05/16/2024
Delivery Date: 05/16/2024
Finalized Date: 05/16/2024
First Payment Due: 05/16/2024

Major Units

Stock #	Year	Make	Model	Model Name	VIN
1001087	2024	BETA	EXPLORER HUNTER	EXPLORER HUNTER	L08Y10T01R1001087

Major Units

Unit Price	\$5,290.00
Freight	\$189.00
Dealer Prep	\$225.00
Total Unit	\$5,704.00
Installed	\$0.00
Not Installed	\$0.00
Total Additions	\$0.00
Vehicle Tax	\$0.00
Sales Tax	\$0.00
Total Tax	\$0.00
Total Prev Payments	\$0.00
Additional Pmt	\$0.00
Deferred Payment	\$0.00
Manf. to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

Fees & Insurance

Doc Fees	\$99.00
License Fees	\$9.25
Customer Rebate	\$0.00
Total Fees	\$108.25
Total Insurance	\$0.00

Extras

Mileage	\$0.00
Promo	(\$200.00)
Affiliation	(\$250.00)
Service Contract	\$0.00
Property / Liability	\$0.00
Tire Warranty	\$0.00
Unit Sold Extra 5	\$0.00
Unit Sold Extra 6	\$0.00
Total Extras	(\$450.00)

Tax Detail

Category	Detail	Taxable Amount	Percent	Amount

Financing

Total Price	\$5,362.25	Term	1
Less Down	\$0.00	APR	0.00%
Amount Financed	\$5,362.25		
Finance Charge	\$0.00		
Total of Payments	\$5,362.25	Monthly Payment	\$5,362.25

Sierra BMW Motorcycle
1380 Kleppe Lane
Sparks NV 89431

Date 05/17/2024
Deal #

1380 KLEPPE LANE
SPARKS NV 89431

Accessories List

Year	Make	Model	VIN	Stock #
2024	BETA	EXPLORER HUNTER	L08Y10T01R1001087	1001087

Part #	Description	Qty	Each	Total
03120514	TIRE MX34 80/100-21	1	\$126.95	\$126.95
87-0462	NEUTECH TUBLISS 21" KIT	1	\$99.95	\$99.95
287000	NEUTECH TUBLISS 18" KIT	1	\$99.95	\$99.95
S-X2122F-220-RF	Explorer 21" Front Wheel w/ 220 Rotor & Bracket	1	\$450.90	\$450.90

X _____

Total Accessories Purchased: \$777.75



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gregory Ellingson, Director of Information Technology

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective July 2, 2024 (3-year contract); not to exceed \$111,780; (General Fund Impact) as approved in the (FY24/25) recommended budget (2022052/520203); approved as to form by County Counsel (2021 MSA); discussion and possible action..

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective 7/2/2024 through 7/1/2027 (3-year contract); not to exceed One Hundred and Eleven Thousand, Seven Hundred and Eighty Dollars (\$111,780); (General Fund Impact) as approved in the (FY24/25) recommended budget (2022052/520203); approved as to form by County Counsel (2021 MSA).

Background and Discussion:

Plumas-Sierra Telecommunications provides internet service for the County of Plumas. We recently went through negotiations and upgraded speeds at all County locations.

Action:

Approve the agenda item.

Fiscal Impact:

Budgeted in FY24/25 I.T. budget in account 2022052/520203. Because it is a 3-year agreement, we are receiving better pricing than if we had gone with a 1-year agreement.

Attachments:

1. PST Breakdown
2. 3321 FINAL 7.8.24

Location	Cost/month	Cost/36 months (3 Years)
Animal Shelter	\$ 175.00	\$ 6,300.00
Annex	\$ 480.00	\$ 17,280.00
Courthouse	\$ 1,750.00	\$ 63,000.00
Facilities	\$ 175.00	\$ 6,300.00
Fairgrounds	\$ 175.00	\$ 6,300.00
Sheriff's Office	\$ 175.00	\$ 6,300.00
Public Works	\$ 109.00	\$ 3,924.00
		\$ 109,404.00

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

County: County of Plumas
Department of

Tel:

Tel:

Description: Purchase of
as identified in the service quotes attached to this MPA as Exhibits B through H.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars
(\$)

Term: Agreement shall commence on and shall terminate on
unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Master Service Agreement which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

COUNTY:

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

By: _____

Name:

By: _____

Title:

Name:

Date Signed:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Deputy Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office
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MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into this 30th day of May 2024, by and between Plumas Sierra Telecommunications, Inc. ("PST"), a California corporation with its principal office at 73233 State Route 70 Portola, CA and Plumas County, a County in the State of California, with its principal office located at 520 Main St, Quincy Ca. 95971 ("Customer").

Each may be referred to herein as a "Party" and collectively as the "Parties".

1 DELIVERY OF SERVICE

1.1 Agreement Structure. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("Service" or "Services") from PST for its use and/or for resale to its customers ("End User Customers"). Additional terms and conditions that apply to each type of Service are set forth in separate service schedules (each a "Service Schedule"), and each such Service Schedule executed by Customer shall become part of this Agreement. In the event that Customer purchases a Service without executing the applicable Service Schedule, such Service shall be governed by PST's standard Service Schedule for that Service. This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "Agreement".

1.2 Orders for Services. Customer may request PST provide a Service by submitting an order requesting the provision of the Service on PST's standard order form ("Service Order") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to PST. Within five (5) business days of PST's receipt of Customer's Service Order, PST shall either: (i) accept the Service Order as submitted by timely signing it and returning it to Customer; or (ii) reject the Service Order. If PST fails to timely accept the Service Order it shall be deemed rejected, unless the Parties jointly revise the Service Order, and the revised Service Order is then accepted by PST in the manner provided by this section. Customer may cancel a Service Order without liability or charges any time prior to PST's acceptance of the Service Order. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term of the Service ("Service Term"), pricing, service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Service. All Service Orders shall be subject to availability and acceptance by PST.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of the MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of PST has executed such Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) the MSA.

2 SUMMARY OF GENERAL COMMERCIAL TERMS

2.1 Commencement of Billing and Payment Terms: Upon completion of installation and testing of the ordered Service, PST will notify Customer with a Circuit Activation Notice. Upon receipt of the Circuit Activation Notice,

Page 1 of 13

Master Service Agreement – Plumas County

Rev. Apr. 2021

Plumas-Sierra Telecommunications 73233 State Route 70, Portola, CA 96122 Phone: 530-832-4126 Fax: 530-280-4031

Customer Initials: _____

Customer shall have a period of forty-eight (48) hours to provide PST with written notice of rejection of the Service ("Rejection Period"). Unless Customer delivers written notice of rejection to PST within the Rejection Period, indicating that the Service is not installed in accordance with the Service Order and functioning properly and identifying with specificity the basis for the rejection with reasonable supporting documentation, billing of one hundred percent (100%) of the Non-Recurring Charge(s) and the Monthly Recurring Charge(s) shall commence. In the event PST does not receive a written notice of rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service consists of more than one circuit, then PST will issue a separate Circuit Activation Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the Service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing Services will commence on the date PST issues a Connection Notice to the Customer for the MAC.

Payment of Invoices: Invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within twenty (20) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. PST shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees and legal costs. If Customer elects to make payment by automatic payment or direct debit, PST will provide any required Automated Clearing House ("ACH") information necessary to arrange the transaction.

2.2 Billing Disputes: Customer must notify PST in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the charge. PST will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.

2.3 Taxes and Fees: Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in PST's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without increases or reductions of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon PST's income. PST will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing PST with a valid Sales Tax Exemption. Should Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to PST the sales tax associated with Customer's impacted service.

2.4 Regulatory and Legal Changes: In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, PST and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the Parties are unable to reach agreement respecting new rates within thirty (30) days after PST's delivery of a written notice of a change of law, then (a) PST may pass such increased costs through to Customer, and (b) Customer may terminate the affected Service Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

2.5 Early Termination Charges: In the event that, prior to expiration of the Service Term, Customer terminates Service, or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term. Customer shall pay a termination charge equal to 60% of the monthly recurring charge that would have been

incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 40% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition, Customer is responsible to pay 100% of any termination charge imposed on PST by a third-party supplier whose facilities were contracted for by PST in order to provide Customer's Services.

Non-Appropriation of Funds. It is mutually agreed that if, for the Customer's 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 Customer shall have no liability to pay any further funds whatsoever to PST or furnish any other consideration under this Agreement and PST 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 Customer shall have the option to either cancel this Agreement with no further liability incurring to the Customer or offer an amendment to PST 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. PST acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute. The Customer hereby agrees not to sign a similar contract with a different counterparty for the same or similar services if the agreement is terminated prior to the agreed upon term with PST pursuant to the non-appropriations clause.

2.6 Service Interruptions and Delivery: PST provides specific remedies regarding the provision and performance of Service as set forth in the Service Schedule(s), and the same are Customer's sole remedies in the event of PST's failure to provide Service. The remedies for a failure to meet any Service Level Agreement ("SLA") are limited to those set forth in this Agreement and shall not be treated as a breach of a representation or warranty. Customer's sole remedy for any uncured breach of this Agreement by PST is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's material breach of any provision of this Agreement, PST, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer.

2.7 Limitation of Liability: Notwithstanding any other provision hereof, neither Party shall be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Service Order, Service Schedule, this Agreement, or the PST Acceptable Use Policy ("AUP").

2.8 Disclaimer of Warranties: **PST MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2.9 Force Majeure: Neither Party is liable for any failure of performance, nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor strike, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation, or any other act or omission by said third party that causes failure of performance. Either Party's invocation of this clause shall not relieve Customer of its obligation to pay for

any Services actually provided up to Customer's Service demarcation point. In the event PST is unable to deliver Service for seven (7) consecutive days following such disruption due to any force majeure event, Customer shall not be obligated to pay PST for the affected Service for so long as PST is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.

2.10 Assignment and Resale: Customer may not assign its rights and obligations to an unrelated third party without the express prior written consent of PST. If consent of PST is given then as a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms, and conditions, set forth in the applicable Service Order(s), Service Schedule(s), and this Agreement; and (ii) Customer shall remain primarily liable for the payment of all charges due under each Service Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of the applicable Service Order(s), Service Schedule(s), and this Agreement, and written documentation of such assumption is delivered to PST prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section 2.10 is void. Customer may resell the Service to third party "End User Customer(s)," provided that Customer agrees to indemnify, defend and hold PST harmless from claims made against PST by such End User Customer(s) or by any third party (including, without limitation, any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, or other approvals from any public agency having jurisdiction over the Customer's resale operations.

2.11 Indemnification: Each Party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct or any breach by such Party of any obligation set forth in this Agreement. Customer shall indemnify PST from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, or connection to the Service by Customer (or by any person other than PST or its duly authorized representative), (iii) claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.

2.12 Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, as applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles.

2.13 Default: In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default, and in addition to all other available remedies, the non-defaulting Party may terminate the Agreement if such default is not timely cured:

- a) The failure of Customer to make any payment required under this Agreement within thirty (30) days of the date of invoice;
- b) The entry of an order by a court or governmental authority of competent jurisdiction appointing a

custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a Party or with respect to any substantial part of its property, or such order which constitutes an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or which orders the dissolution, winding up, or liquidation of either Party, or if any such petition shall be filed against a Party and shall not be dismissed within sixty (60) days thereafter.

- c) The failure of a Party to carry and maintain insurance in compliance with the provisions of any particular Service Schedule(s) or Service Order(s);
- d) The failure of a Party to perform or observe any material covenant or agreement to be performed or observed under this Agreement, and such failure continues without cure for a period of thirty (30) days after written notice given to the defaulting Party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days.
- e) Violation of PST's Acceptable Use Policy (see Section 3.1, infra).

2.14 Authority to Bind: Each Party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.

2.15 Entire Agreement: This Agreement, and any Service Schedule(s) and Service Order(s) attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.

2.16 Confidentiality: The Parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Service Schedule(s) or Service Order(s), with the exception that the Parties may disclose this Agreement and any related Service Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and PST has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them, and related billing information. In order to ensure that Customer is able to benefit from additional telecommunications services provided by PST and its affiliates, Customer authorizes PST and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunication services. Customer understands that it may withhold such consent or withdraw this authorization at any time by notifying PST in writing by email or the facsimile number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any Services to which the Customer already subscribes but may result in Customer no longer being able to benefit from additional telecommunication services provided by PST or its affiliates.

2.17 Severability: In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby. The Parties shall negotiate in good faith to replace such invalid,

illegal or unenforceable provision with a mutually acceptable provision consistent with the original intent of the Parties.

2.18 Amendments: This Agreement may only be amended by a written instrument executed by the Parties.

2.19 Waiver: No failure to exercise and no delay in exercising, on the part of either Party, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

2.20 Relationship to Parties, Third Parties: The Parties understand and agree that this Agreement does not create a joint venture or partnership between the Parties and does not make PST, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No Party hereto is granted by this Agreement any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other Party hereto, or to bind any other Party hereto in any manner whatsoever. Nothing contained herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

2.21 Dispute Resolution: **EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIMS OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED IN THE MANNER PROVIDED IN THIS SECTION.** Any dispute arising between the Parties in connection with this Agreement that is not settled to their mutual satisfaction within the applicable notice or cure periods provided in this Agreement, shall, upon the demand for arbitration by either Party, be settled by arbitration in Reno, Nevada or Sacramento, California (at the option of PST) in accordance with the American Arbitration Association ("AAA") Rules. If the Parties cannot agree on a single arbitrator within fifteen (15) calendar days after the notice demanding arbitration is received by the receiving Party, then either Party may request that the AAA select and appoint a neutral arbitrator who shall act as the sole arbitrator. The Parties shall be entitled to submit expert testimony and/or written documentation on such arbitration proceeding. The decision of the arbitrator or arbitrators shall be final and binding on the Parties and shall include written findings of law and fact, and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall each bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator or arbitrators, shall be shared equally by the parties unless the award otherwise provides. In no event shall the arbitrator or arbitrators have the power to award any damages in excess of those permitted by this Agreement.

2.22 Exceptions to Arbitration Obligation: The obligation to arbitrate shall not be binding on either Party with respect to requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

2.23 Arbitrator Confidentiality Obligation. Any arbitrator appointed to act under the terms of this Agreement must agree to be bound by the provisions of Confidentiality with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

2.24 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both Parties and, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.

2.25 Electronically Reproduced Signatures: This Agreement may be executed and delivered by email and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both Parties.

2.26 Affiliates: An affiliate of PST may provide Services to Customer pursuant to this Agreement. Notwithstanding any provision of Service to Customer under this Agreement by an affiliate of PST, PST shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

2.27 Survival: Sections 2.11-2.12, 2.15-2.17, 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

2.28 Insurance: The Parties shall procure and maintain during the term of this Agreement, at their sole cost and expense, policies of insurance, in such amounts and upon such terms as follows: (i) Commercial General Liability covering claims for liability, bodily injury, death, personal injury or property damage with limits of at least \$2,000,000 for each occurrence with a general aggregate limit of at least \$2,000,000; (ii) Comprehensive Automobile Liability covering ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$2,000,000 for each occurrence; (iii) Workers' Compensation with statutory limits as required in the state(s) where the Services are being provided, and Employers' Liability or "Stop Gap" coverage with limits of at least \$500,000 for each occurrence; (iv) Excess Liability with limits of at least \$5,000,000; and (v) other forms of insurance that may be required by law. All such policies identified under this section shall be issued by reputable and financially sound insurance companies authorized to do business in the state(s) where the Services are to be provided and with an A.M. Best Rating of A- or better. Such policies shall provide that no amendment or cancellation shall be effective unless the other Party receives thirty (30) days prior written notice. Each Party shall furnish to the other Party prior to commencement of Service, a current certificate of insurance and, upon policy renewals thereafter, within fifteen (15) days, certificates evidencing that such policies are in full force and effect. Each certificate so furnished shall acknowledge that the other Party is named as an additional insured under the applicable policies and shall set forth on its face the applicable limits of liability. The failure of either to furnish any such certificate shall not diminish or otherwise affect its obligation to procure and maintain any policies of insurance contemplated by this Section. The Parties further agree to take such actions as are necessary to ensure that all of their affiliates, contractors, agents and any applicable underlying carriers procure and maintain policies of insurance and furnish proof as if they were subject to the terms and provisions of this Agreement. The obligation to insure imposed by this Section shall not relieve either party of any obligations imposed upon it by other sections of this Agreement. All insurance coverage required by this Section shall be primary over any insurance or self-insurance program carried by either Party. Neither the insurance required nor the amount or type of insurance maintained by either Party shall limit or affect the extent of either Party's liability hereunder for injury, death or loss or damage.

3 ACCEPTABLE USE & CONTENT

3.1 Acceptable Use Policy: To the extent the Service is used for Internet Access (IP Services), Customer agrees to be bound by and conform to PST's published Acceptable Use Policy ("AUP"). In the event of Customer's breach of the AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of Service due to Customer violation of the AUP shall not in any way abrogate Customer's obligations under this Agreement. PST may from time to time amend its AUP. If Customer elects not to be bound by PST's published AUP, Customer may terminate the Service and pay the termination charges set forth herein.

3.2 Fraudulent Use of Services: Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, PST may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates PST's AUP or the AUP of any of PST's internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the PST AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE," also known as SPAM).

3.3 Contents of Communications: PST shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, PST provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. PST does not operate, process or control the information, services, opinions or other content of Customer's data servers or the information, services, opinions or other content of the Internet; nor does PST engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that PST is acting as a bandwidth intermediary providing transport to multiple Internet access providers. Should any Internet access provider elect to block Customer's address space or access to the internet, such dispute does not constitute a breach by PST of its obligations under this Agreement, and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold PST harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against PST relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the Internet.

4 CUSTOMER OBLIGATIONS

4.1 Customer Obligations for PST Supplied Equipment: Customer provides and bears the cost for space and racks to house PST's supplied electronic equipment, connector panels, splice boxes, or other equipment ("PST Supplied Equipment"). Customer agrees to certain reasonable requirements, which includes, but may not be limited to, bolting down PST supplied equipment. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the PST Supplied Equipment, and to maintain the proper environment for all PST Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse PST for the actual cost of repairing or replacing any PST Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all PST Supplied Equipment shall remain with PST. PST will provide and maintain the PST Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any PST Supplied Equipment without the prior written consent of PST. The PST Supplied Equipment shall not be used for any purpose other than that for which PST provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the PST Supplied Equipment. In no event will PST be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the PST Supplied Equipment by Customer or third parties provided access to the PST Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse PST for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Service Order) to allow PST to remove the PST Supplied Equipment from Customer's facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as PST may determine is necessary or desirable, but PST will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

4.2 Customer Obligations for PST Fiber Connection(s): Customer is responsible for securing Building Entrance agreement(s) to permit PST to construct a fiber connection from the PST network to Customer's demarcation point located within Customer's facility, or in the alternative where the PST demarcation point is located outside of Customer's building. Customer is responsible for connectivity to the PST demarcation point, as such is defined in the applicable Service Schedule(s) or Service Order(s). Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the PST point of demarcation including all connections between the PST Supplied Equipment to the defined point of interconnection, as set forth in the applicable Service Schedule(s) or Service Order(s). Customer will be responsible for any additional costs that may be incurred by PST due to Customer delay in timely completing ISP work.

4.3 Customer Obligations for PST Access to Customer's Facility: SUBJECT TO AND UPON THE TERMS, PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH, AND IN CONSIDERATION OF THE DUTIES, COVENANTS AND OBLIGATIONS OF PST HEREUNDER, CUSTOMER HEREBY GRANTS TO PST AND ITS AFFILIATES, AT NO COST TO PST OR ITS AFFILIATES, A NON-EXCLUSIVE RIGHT TO (I) ENTER UPON AND GAIN ACCESS TO THE PROPERTY WITH AN ADDRESS OF 520 Main St, Quincy Ca. 95971 (THE "PROPERTY") AND TO ANY AND ALL BUILDINGS LOCATED ON THE PROPERTY (THE "BUILDING(S)"); (II) INSTALL AND OPERATE COMMUNICATIONS EQUIPMENT ON, OVER, UNDER AND/OR THROUGH THE PROPERTY; THIS MEANS THAT PST MAY BUILD ADDITIONAL SERVICES TO ADJACENT PROPERTIES, RIGHT'S OF WAY, OR EASEMENTS WITH THE SAME BUILD CONFIGURATION AS USED TO SERVE THE CUSTOMER (OVERHEAD OR UNDERGROUND: (III) USE THE PROPERTY'S EXISTING IN-GROUND AND IN-BUILDING CONDUIT, WIRE AND CABLING OWNED BY OR CONTROLLED BY PST, THE CUSTOMER OR ANY THIRD PARTY, AND (III) MAKE AVAILABLE AND PROVIDE TELECOMMUNICATIONS, INTERNET, VIDEO AND OTHER COMMUNICATIONS SERVICES TO ANY OWNERS, TENANTS, LICENSEES, INVITEES, PURCHASERS AND OTHER OCCUPANTS OF THE PROPERTY (COLLECTIVELY, THE "OCCUPANTS"). NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS GRANTING PST ANY EXCLUSIVE RIGHTS OR PRIVILEGES IN OR TO THE PROPERTY, RELATING TO ACCESS OR INSTALLATION RIGHTS, TO THE EXCLUSION OF ANY OTHER PERSONS OR ENTITIES.

Customer Initials _____

As a condition to PST's obligation to provide and maintain the Service hereunder, Customer shall provide PST access at any and all times and days to the Customer facility to the extent reasonably determined by PST for the installation, inspection and scheduled or emergency maintenance of PST Supplied Equipment and/or PST system. PST shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that it will require access to Customer's facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at Customer's facility. To facilitate PST access for regular and emergency service, Customer shall provide PST in Section 6.2 of this Agreement the contact name with telephone number(s) where the contact can be reached by PST at any and all times or days. It is the obligation of the Customer to keep this contact information current. PST Supplied Equipment may be used to service other PST customers.

4.4 Customer Obligations for Customer Supplied Equipment: PST may install certain Customer supplied communications equipment upon installation of Service, but PST shall not be responsible for the operation or maintenance of any Customer supplied equipment. PST undertakes no obligations and accepts no liability for the configuration, management, performance, or any other issue relating to Customer's routers or other Customer supplied equipment used for access to or the exchange of traffic in connection with the Service.

5 PST OBLIGATIONS

5.1 General PST Obligations: PST may provide a design of the interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs, or other network structures). This shall be set forth in the applicable Service Schedule(s) or Service Order(s). PST may provide equipment for the provision of each type of Service as specified in any related Service Order, Service Schedule, or Exhibit(s). PST will configure and provision all agreed to network service parameters. PST will maintain in good working order the PST System, and all PST Supplied Equipment will be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the related Service Schedule(s). In the event it is determined that any Service Outage (as defined in Section 5.4) or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay PST for its reasonable costs incurred in responding to such Service Outage or Customer alarm.

5.2 PST Obligations as a Result of a Service Outage or SLA Violations: After receiving notification of the Service Outage or a SLA violation, PST shall restore the Service on its failed system as follows:

(i) Electronic Restoration.

In the event of an electronic failure, PST shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) PST Fiber Network Restoration.

In the event of a failure of the PST fiber optic network, PST shall begin restoral within four (4) hours after PST is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration.

If Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, PST will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin not more than one (1) hour after the need to reconfigure is determined. PST shall maintain a point-of-contact for Customer to report to PST system troubles to be available at any and all times and days.

5.3 Service Outage and SLA Violation Exclusions: All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- A. Any act or omission on the part of Customer, its contractors, agents or vendors, including, but not limited to any violation of the PST AUP, or any refusal to release the Service to PST or its agents for maintenance, testing or repair, or any period in which PST or its agents are not given access to the Service facility at the site(s) where Customer's Service terminates.
- B. Customer's applications, equipment, or facilities including any third-party facilities or equipment.
- C. PST or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third-party provider's scheduled maintenance.
- D. Labor strikes
- E. Force Majeure events as defined in this Agreement.

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Master Service Agreement – Plumas County

Plumas-Sierra Telecommunications 73233 State Route 70, Portola, CA 96122 Phone: 530-832-4126 Fax: 530-280-4031

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Customer Initials: _____

- F. Service Outages attributable to the installation of a new circuit.
- G. Failure or malfunction of third-party circuits or alternate access arrangements.

5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation: In the event that PST is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the applicable Service Schedule(s) or Service Order(s). The cumulative total of credits for a particular month will not exceed 100% of the total Monthly Recurring Charge for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when PST is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated PST Supplied Equipment is operational, subtracting any delay time associated with PST or its agent's inability to access the equipment and/or PST system at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

- A. Credit Allowances do not apply to Service Outages and SLA Violations caused by:
 - i. The acts or omissions of Customer and/or End User or its agents including, but not limited to, any violation of the PST AUP.
 - ii. Failure of power.
 - iii. Failure or malfunction of non-PST equipment or systems, third party circuits or alternate access arrangements.
 - iv. Circumstances or causes beyond the control of PST or its agents.
 - v. During any period in which PST or its agents are not given access to the Service facility at the Customer site(s) where the PST Service terminates or were unable to reach Customer's emergency contact personnel.
 - vi. A planned service outage, unscheduled emergency maintenance or scheduled maintenance by PST or any third-party facility provider (alteration or implementation as described herein).
- B. Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.
- C. Service Outage and SLA Violation Credit Allowances are calculated according to the Service Schedule(s) or Service Order(s) for the particular Service.

6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

6.1 Notices: All notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to PST:

Plumas Sierra Telecommunications, Inc.
73233 State Route 70
Portola, CA 96122
Attn: Chief Operations Officer
Email:

If to Customer:

Customer Name:	
Address 1:	
Address 2:	
City, State:	Zip Code:
Attention: Title:	
Attention Name:	
Email:	

Invoices shall be delivered to Customer at:

Customer Name:	
Address 1:	
Address 2:	
City, State:	Zip Code:
Attention: Title:	
Attention Name:	

Or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

6.2 Maintenance Contact: As specified in Section 4.3, to facilitate PST access to Customer facilities at any and all days and times, Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name:	
Phone Number:	
Cell Phone Number:	
E-Mail Address:	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

7 Customer Signature and PST Acceptance

By: _____

Title: _____

Company: **Plumas County**

Dated: _____

By: _____

Title: _____

Company: **PLUMAS-SIERRA TELECOMMUNICATIONS**

Dated: _____

Page 13 of 13

Master Service Agreement – Plumas County

Plumas-Sierra Telecommunications 73233 State Route 70, Portola, CA 96122 Phone: 530-832-4126 Fax: 530-280-4031

Rev. Apr. 2021

Customer Initials: _____



Exhibit B

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57628

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Annex Building
555 Main Street
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 500Mb x 500Mb Transport	\$480	\$480
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 555 Main St, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 100Mb Transport to a 500Mb Transport from the PC Courthouse to the PC Annex Building.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$480
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.



Exhibit C

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57630

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Animal Shelter
201 N Mill Creek Rd
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 201 N Mill Creek Rd, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Animal Shelter.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



EXHIBIT D

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57630

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Sheriff's Office
1400 E Main Street
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 1400 E Main St, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Sheriff's Office.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



Exhibit E

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57631

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Courthouse
520 Main Street
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 1Gb x 1Gb DIA	\$1,750	\$1,750
	Award Type: Upgrade		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from 250Mb DIA to 1Gb DIA at the Plumas County Courthouse.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$1,750
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.



EXHIBIT F SERVICE QUOTE

DATE: 7/2/2024

ACCOUNT: TBD

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Public Works
1834 E Main St
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 150Mb x 150Mb Transport A Location: 520 Main Street, Quincy, CA 95971 Z Location: 1400 E Main St, Quincy, CA 95971	\$175	\$175
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport from the PC Courthouse to the PC Public Works to a 150Mb transport.		
QUOTE PREPARED BY:	Will Marquette	Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE:	8/2/2024	Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at the date of this Service Order. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



Exhibit G

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 58500

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Facilities Building
198 Andy's Way
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 198 Andy's Way, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Facilities Building.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



Exhibit H

SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57628

BUSINESS NAME
BILLING ADDRESS
CITY STATE ZIP
BILLING CONTACT
BILLING EMAIL
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION
SERVICE ADDRESS
CITY STATE ZIP
CONTACT
CONTACT EMAIL
CONTACT PHONE

Plumas County Fairgrounds
204 Fairground Rd
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 204 Fairground Rd, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Fairgrounds.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: July 16, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed \$65,000; (No General Fund Impact) HCD/CDBG grant funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed \$65,000.

Background and Discussion:

On August 11, 2023, Plumas County entered into a 36-month Standard Agreement with the State Department of Housing and Community Development (HCD) under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Standard Agreement 22-CDBG-PL-20040) in the amount of \$250,000. Funds from this planning activity will be used to support disaster recovery planning and implementation, including the preparation of the Plumas County 2021 Wildfires Long-Term Recovery Plan Public Review Draft.

To this end, on May 28, 2024, the Planning Department released a Request for Qualifications (RFQ) seeking professional services under the 2022 CDBG Planning grant inviting qualified respondents interested in providing professional services to Plumas County regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design.

The RFQ deadline was June 17, 2024.

The Planning Department received three responses from qualified consultants, as follows: Chabin Concepts, Mintier Harnish, and SERA Design and Architecture, Inc.

The County RFQ Evaluation Panel included Tracey Ferguson, Plumas County Planning Director; Paul Mrowczynski, Dawn Institute Board Member/Dixie Fire Recovery Stakeholder; Trina Cunningham, Dixie Fire Collaborative Steering Committee Member; and Dax Albrecht, Dixie Fire Collaborative Steering Committee Member.

Evaluation of the proposals was performed between June 18, 2024, and June 24, 2024, with interviews of the three respondents conducted on June 20, 2024, and June 21, 2024.

The Evaluation Panel individually reviewed and ranked the proposals, interview presentations, and responses to County interview questions based on the criteria and scoring listed in the RFQ. A maximum of 125 points total was possible (maximum of 75 points for the cover letter and statement of interest, statement of qualifications, budget, and client references and 50 points for the presentation and interview questions).

The Evaluation Panel members provided a score for each respondent on both the submitted qualifications and interview. Those scores were then totaled and averaged, to result in a final total proposal score and final total interview score for each respondent, as follows:

1. Mintier Harnish – Proposal Quals 68 / Interview 45 – TOTAL 113
2. SERA Design and Architecture, Inc. – Proposal Quals 66 / Interview 45 – TOTAL 111
3. Chabin Concepts – Proposal Quals 62 / Interview 35 – TOTAL 97

Mintier Harnish was the preferred consultant based on the Evaluation Panel scoring. Established in 1985, Mintier Harnish, is a Sacramento-based planning firm specializing in general plans, housing elements, and zoning codes and has worked throughout California, including rural counties. Mintier Harnish has a staff of eight planners trained in Adobe InDesign, Photoshop, and Illustrator, and has expertise in communicating through a multitude of media. Mintier Harnish regularly incorporates graphics, charts, call out boxes, tables, text boxes, photos, and infographics in planning documents to convey important data and information, explain complex concepts, and provide instruction in reading and understanding planning documents. Mintier Harnish is highly familiar with the preparation and formatting of planning documents large and small. They produce documents in-house, including template preparation, graphic design, and formatting. Based on this experience in both planning and large document preparation, Mintier Harnish is uniquely qualified to provide the services outlined in the RFQ.

The professional Services Agreement in the amount of \$65,000 with Mintier Harnish is approved as to form by County Counsel. No General Fund Impact as funding is coming from the 2022 CDBG Planning grant. Note, the total 2022 CDBG Planning grant amount is \$250,000, and only a portion, or \$65,000, is being allocated under this Mintier Harnish Services Agreement. The remaining \$185,000 in grant funding is allocated to County grant administration and other 2021 wildfire long-term recovery disaster planning implementation projects—to be determined and scoped in the future—related to housing and economic development.

The Mintier Harnish scope of work is included in “Exhibit A” and includes:

- Task 1 – Design and Format a Comprehensive Recovery Plan Document
- Task 2 – Assemble the Document with Provided Text, Graphics, Maps, and Photos
- Task 3 – Create Up to Ten (10) Original Graphics and Icons
- Task 4 – Conduct Minor Copy Editing as Directed
- Task 5 – Prepare Public Review Drafts #1 and #2 and the Final Adoption Document
- Task 6 – Coordinate Project Activities and Communications with the County
- Task 7 – Participate in up to Nine (9) Project Team Meetings

Exhibit “B” includes the Fee Schedule, with billing rates. Mintier Harnish is also required to comply with the CDBG grant terms and conditions under the County HCD Standard Agreement 22-CDBG-PL-20040 (Exhibit “C”) and all relevant state and federal contracting procedures.

Action:

Approve and authorize Chair to sign an agreement between Plumas County and Mintier Harnish, LP for professional services regarding the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; effective July 16, 2024; not to exceed \$65,000.

Fiscal Impact:

No General Fund impact - grant funding under Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Standard Agreement 22-CDBG-PL-20040 with HCD and County).

Attachments:

1. Mintier Harnish_Agreement_CDBG PL-20040_BOS 7.16.24

Services Agreement

This Agreement is made by and between the **COUNTY OF PLUMAS**, a political subdivision of the State of California, by and through its Planning Department (hereinafter referred to as "County"), and **Mintier Harnish** a limited partnership (LP) in the State of California (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in **Exhibit A**, 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-Five Thousand Dollars (\$65,000.00).
3. **Term.** The term of this agreement shall be from July 16, 2024, through March 31, 2025, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas Standard Agreement 22-CDBG-PL-20040.** Contractor shall comply with all requirements and obligations under the Standard Agreement (STD 213) in **Exhibit C**, attached hereto, including all paragraphs in Exhibits A, B, C, D, and E as attached and made a part of the Standard Agreement or otherwise incorporated by reference.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in **Exhibit A**. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** Contractor shall indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, , demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. The commercial general and automobile liability policy shall be endorsed to name the County, its officers, officials, employees, representatives, and

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County, such consent to not be unreasonably withheld, delayed or conditioned.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions shall 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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Mintier Harnish, LP
1415 20th Street
Sacramento, CA 95811
Attention: James Ned "Jim" Harnish, JD, Principal/Owner

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- 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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Mintier Harnish, LP

By: _____

Name: James Ned Harnish

Title: General Partner

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

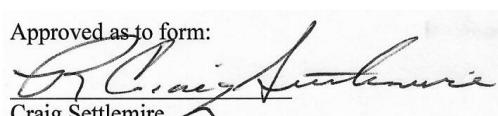
By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:


Craig Settlemire
Counsel

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Task 1 – Design and Format a Comprehensive Recovery Plan Document

- Professional Layout Design. Contractor will create a visually appealing and easy-to-navigate document using Adobe InDesign. Contractor will establish a clean and consistent layout that integrates text, graphics, and visual elements harmoniously. This will include setting up master pages for uniformity in headers, footers, and pagination.
- Accessibility Considerations. To ensure the document is accessible to all, including those with disabilities, Contractor will follow best practices in document design. This includes using high-contrast color schemes, readable fonts, and alternative text for images and graphics.
- Brand Alignment. The design will align with County's branding and any existing visual guidelines, maintaining a professional and cohesive look throughout the document.

Task 2 – Assemble the Document with Provided Text, Graphics, Maps, and Photos

- Content Management. Contractor will organize and categorize all provided content (e.g., text, graphics, maps, photos) for efficient integration into the document. Contractor will use InDesign's extensive content management features to ensure each element is placed correctly and consistently.
- High-Quality Visuals. Contractor will optimize all visual elements to maintain high resolution and clarity, ensuring that maps, photos, and graphics are presented in a manner that enhances understanding and engagement.
- Version Control. Implementing a version control system will allow Contractor to track changes and updates to the document efficiently, ensuring that the most current content is always being used.

Task 3 – Create Up to Ten (10) Original Graphics and Icons

- Custom Graphics. Contractor will create original graphics (e.g., diagrams, charts, infographics) and icons, which may include simple maps, tailored to the content of the recovery plan. These elements will be designed to clearly and effectively convey complex information and data.
- Consistency in Style. The new graphics and icons will maintain a consistent style, color scheme, and visual language that aligns with the overall design of the document and enhances readability.
- Relevance and Clarity. Each graphic will be designed with a focus on relevance and clarity, ensuring that it supports and enriches the text it accompanies.

Task 4 – Conduct Minor Copy Editing as Directed

- Grammar and Spelling. Contractor will perform thorough reviews to correct any grammatical, spelling, or typographical errors.
- Consistency and Flow. Contractor will ensure consistency in terminology, style, and tone throughout the document. Minor copy edits will be made to enhance the flow and readability of the text.
- Adherence to Guidelines. Edits will be conducted in line with any provided style guides or editorial guidelines, ensuring that all content meets the County's standards.

Task 5 – Prepare Public Review Drafts #1 and #2 and the Final Adoption Document

- Draft Preparation. Contractor will prepare the first draft (Public Review Draft #1) incorporating all content and initial design elements. This draft will be formatted and presented for public review and feedback.
- Revisions and Updates. Based on feedback from Public Review Draft #1, Contractor will make necessary revisions and prepare Public Review Draft #2, ensuring all changes are accurately reflected and that the document evolves in line with stakeholder input.
- Final Adoption Document. After further review and final adjustments, Contractor will prepare the Final Adoption document. This final version will be polished, fully reviewed, and ready for adoption and distribution.

Task 6 – Coordinate Project Activities and Communications with the County

- Regular Updates. Contractor will provide consistent and timely updates to the County on project progress, milestones achieved, and upcoming activities. This includes detailed status reports and summaries after each significant phase.
- Clear Communication Channels. Establishing clear lines of communication will be crucial. Contractor will use email, project management software (Asana), and scheduled calls to ensure seamless interaction and quick resolution of any issues or queries.
- Responsive Coordination. Contractor will be responsive to the County's needs and any changes or additional requirements, ensuring that all project activities are aligned with the County's objectives and timelines.

Task 7 – Participate in up to Nine (9) Project Team Meetings

- Preparation and Agenda Setting. For each scheduled project meeting, Contractor will come prepared with an agenda, progress updates, and any discussion points or questions. This will facilitate productive and focused meetings.
- County and Stakeholder Engagement. Contractor will actively engage with County representatives and stakeholders during meetings, ensuring that their input is valued and incorporated into the project workflow.
- Action Items and Follow-ups. Post-meeting, Contractor will document action items and follow-up tasks clearly and distribute them to all relevant parties, ensuring accountability and continued progress toward project goals.

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

EXHIBIT B

Fee Schedule

The scope of services tasks in **EXHIBIT A** shall be competed for a cost **not to exceed \$65,000.00** on a time and materials basis in according to the Contractor standard billing rates listed below:

Staff Member	Project Role	Billing Rate
Jim Harnish, Principal/Owner	Project Director	\$280/hour
Ryan Lester, Project Manager	Project Manager	\$210/hour
Nikki Zanchetta, Planner	Planner	\$175/hour
Hannah Woolsey, Planner	Planner	\$175/hour
Theda Justiniani, Office Manager	Administrative, Invoicing	\$140/hour

Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within ninety (90) days receipt.

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CONTRACTOR INITIALS _____

EXHIBIT C

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)
2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PLAN FOR GREENVILLE AND
SURROUNDING FIRE-IMPACTED RURAL AREAS
STANDARD AGREEMENT 22-CDBG-PL-20040
EXHIBITS A, B, D, AND E AND EXHIBIT C INCORPORATED BY REFERENCE

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-CDBG-PL-20040

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$250,000

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	CDBG Program Terms and Conditions	25
+ - Exhibit E	Program Application	11

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

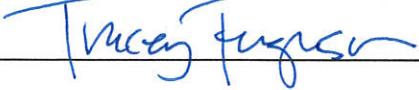
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Plumas

CONTRACTOR BUSINESS ADDRESS 555 Main Street	CITY Quincy	STATE CA	ZIP 95971
PRINTED NAME OF PERSON SIGNING TRACEY FERGUSON	TITLE PLANNING DIRECTOR		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 8/3/23		

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-CDBG-PL-20040

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS
2020 W. El Camino AvenueCITY
SacramentoSTATE
CA
ZIP
95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

8/11/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the federal System of Award Management Assistance Listings (formerly Catalog of Federal Domestic Assistance) as 14.228 - CDBG -Community Development Block Grant Program. In accepting this reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to

Program Name: Community Development Block Grant (CDBG)

NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022

Approved Date: 04/20/2023

Prep. Date: 6/2/2023

EXHIBIT A

comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
 - 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. **Effective Date and Commencement of Work**

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. **Term of Agreement and Performance Milestones**

- A. Term of Agreement: The Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement ("Contract Expiration Date"). Any extensions beyond the 36 months will require the Department's approval and a contract amendment.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT A

B. Expenditure Deadline: All costs to be reimbursed with Program funds shall be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213. Costs incurred after the Expenditure Deadline are not eligible for reimbursement.

1) Reporting Deadlines:

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

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

1) Failure to Meet Milestones:

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

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT A

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

D. Scope of Work Revisions and Amendments

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT A

- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
- b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. State CDBG Program Contract Management

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager(s) of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address*:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Ph: (916) 890-6819
Email: CDBG@hcd.ca.gov

**Due to the telework policy in place for the State of California*
communications should be done electronically to ensure timely response.

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

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- a) Financial Reports (Funds Requests);
- b) Activity Reports;
- c) Semi-Annual Reports;
- d) Annual Reports;
- e) Submittal of any and all requested supporting documentation;
- f) Standard Agreement Revisions (non-material contract changes); and,
- g) Standard Agreement Amendments (material contract changes).

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

4) **Capacity to Contract:** Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

5) **Authority to Execute:** Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department

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determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

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

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
- 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.

C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports narrative section required for such activity and provide supporting documentation. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

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2. Availability of Funds

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

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Policy Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., and an authorization to incur costs from the Department has been received or the contract has been fully executed.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

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

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

4. Method of Payment

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

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- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, upon presentation of a financial reporting form, and supporting documentation of the cost eligibility. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.
 - 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when a funds will next be requested
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
 - 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted no later than sixty (60) days after the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement.
 - 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to

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the Expenditure Deadline of this Agreement.

- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State procedural guidance for grantees. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department within 60 days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement, the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

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

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

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

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

6. Grant Closing Requirements

A. Expenditure Deadline:

- 1) All costs to be reimbursed with Program funds must be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213.

The Final Financial Report for the activity must be marked final and submitted within sixty (60) days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B). Financial Reports submitted after this date will not be eligible for reimbursement.

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

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto;
- 4) Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity;
- 5) Close out Certification Form signed by the Grantee's authorized signer;
- 6) Project Completion Report; and
- 7) Disencumbrance of Funds form (if applicable).

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Contract Expiration Date, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted upon the completion of the activity or no later than the Contract Expiration Date. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

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

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CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

CFDA Number: 14.228

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
 - 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))
- B. "Activity Budget" means the budget included in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.
- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. These costs must be cost reasonable and directly tie to the completion of the activity to meet a National Objective.
- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.
- E. "Department" means the California Department of Housing and Community Development.

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- F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when funds will next be requested.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
- H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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

2. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. National Objectives

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

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

4. Termination and Remedies for Noncompliance

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

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

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B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).

- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
- 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
- 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.

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- f) Take other remedies that may be legally available, including, but not limited to:
- g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.

4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.

C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(l).

D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

5. Severability

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

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6. Waivers

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

7. Uniform Administrative Requirements

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

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.

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B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. Affirmatively Furthering Fair Housing

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

10. Equal Opportunity Requirements and Responsibilities

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

A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;

B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974

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prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.
- D. Affirmative Outreach:
 - 1) Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

Contractor subrecipients or its Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

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E. Equal Access for Disabilities

- 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1. 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;
- 2) The California State Department of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

11. Relocation, Displacement, and Acquisition

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

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13. Environmental Compliance

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.*
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- F. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

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apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

G. Grantee shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

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

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15. Procurement of Recovered Materials

A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

- 1) are not reasonably available in a reasonable period of time;
- 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
- 3) are only available at an unreasonable price.

B. This clause shall apply to items purchased under this Agreement or subsequent contract where:

- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
- 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.

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- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. Prevailing Wages

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

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

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

18. Contractors and Subrecipients

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

19. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

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

20. Rights to Inventions Made Under a Contract or Agreement

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

21. Prohibition Against Payments of Bonus or Commission

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

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

22. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional

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detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.
- C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 "Grant Closing Requirements".
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. Fiscal Controls

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

- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are

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the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be received and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. Reversion of Assets

Upon expiration of this Agreement, Grantee shall disencumber any CDBG funds, excluding Program Income, remaining in the contract at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

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

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

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25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

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

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

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

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

27. Signs

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

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28. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.
- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No

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Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. Anti-Lobbying Certification

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

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract

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or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

32. Energy Policy and Conservation Act

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

33. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:

- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional

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restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

34. False, Fictitious or Fraudulent Claims:

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

Detecting, Preventing, and Reporting FRAUD

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused.

HCD wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

Combatting Fraud

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The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and CDBG NOFA applicants to combat CDBG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement or Whistleblower related matters for the CDBG program to the Office of Inspector General.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDBG program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail:

Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street

San Francisco, CA 94104

[\(213\) 534-2518](tel:(213)534-2518)

**HUD OIG, Office of Investigation
Suite 4070**

Regional Office

300 North Los Angeles Street

Los Angeles, CA 90012

[\(213\) 534-2518](tel:(213)534-2518)

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/2/2023

EXHIBIT E

Activity: County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Applications

Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Linked Form Profile

EXHIBIT E

Award Number

22-CDBG-PL-20040

PO Number

Section I

Activity Category

Planning

Activity (P)

20A State Planning-Only Activities

National Objective (P)

(LMA) Low/Mod Area Benefit

Check this box if the activity is in support of housing

This activity supports housing

Section II

Measure Indicator (P)

Persons Assisted

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

1,910

Please indicate the proposed number of beneficiaries of this activity. ##### LMA - Number of LMI persons in service area that will benefit.##### LMC - Number of LMI persons that will benefit##### LMH - Number of households that will benefit##### LMJ - Number of jobs created/retained

Presumed Benefit Types

Additional Benefit Types

Section III

Please enter the legal Non-Entitlement Jurisdiction Name as the Organization Name. Example: City of Sacramento.

Organization Name

County of Plumas

Organization Street Address

555

Organization Street Name

Main Street

Organization City

Town of Quincy

Organization State

California

Organization Zip Code

95971-9143

Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. ##### Use the HUD LMSI mapping tool located at

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd#####>

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

063

Census Tract

4

Census Block Group(s)

02, 03

Does this activity occur on more than one Census Tracy and Block Group?

No

Are you using an income survey?

No

Low Mod percentage

56.02

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

County of Plumas Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas

Activity Street Address:

555

EXHIBIT E

Activity Street Name:

Main Street

Activity Suite:

Activity City:

Town of Quincy

Activity State:

California

Activity Zip Code:

95971-9143

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.##### By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Activity Description

The Dixie Fire began Tuesday, July 13, 2021, and burned nearly 1 million acres of land across five counties: Plumas, Butte, Lassen, Shasta, and Tehama, before it was considered contained October 25, 2021, 103 days later. It is the second largest wildfire in California history after the August Complex Fire.

Funds from this new planning activity application will be used to support a Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Plan) inside the 2021 Dixie Fire burn scar (e.g., Canyon Dam, Indian Falls, outlying areas of Chester, and Warner Valley), intended to address the recovery needs of this rural area while also holistically approaching recovery countywide. The Town of Greenville was one of the most heavily impacted areas, with approximately 75% of the Town's structures destroyed by the fire. Greenville's historic Main Street and central business district, and over 500 homes and businesses were destroyed.

The Plan will include the mechanisms necessary to build sufficient infrastructure to address transportation needs, develop social services, foster economic development, and support other community development needs and to implement effective housing planning, housing production, and housing recovery.

The intent of the Plan is to interface with other recovery plans, including economic development recovery plans and any infrastructure recovery plans prepared by Cal OES, FEMA, U.S. Forest Service, Cal Fire, and any other recovery plans deemed necessary by the County, including plans potentially proposed by the Governor's Office of Planning and Research and Caltrans. This planning grant will ensure that recovery planning is fully integrated with these other recovery plans and that all Dixie Fire recovery plans complement one another and, together, are comprehensive throughout the County. This Plan will address identified planning gaps for addressing recovery needs comprehensively.

This planning activity is also intended to support onboarding of sufficient staff and consultants to support the potential use of CDBG Disaster Recovery funds from the 2021 Disaster Recovery allocation identified in Federal Register notice 2022 - 10969 which identifies the County of Plumas as a Most Impacted and Distressed (MID) community. While the 2021 Disaster Recovery Action Plan is still in development, the expectation is that a substantial portion of the available funding will be provided directly to the County to support recovery. Onboarding staff and consultants with expertise in CDBG-DR implementation and related capacities is imperative because CDBG - Disaster Recovery funds operate under a different federal structure with diverging rules and requirements than other state and federal funds. A component of the proposed Plan will be to analyze the capacity gaps and needs for hiring and/or procuring professionals to effectively leverage the CDBG-DR funds with local, state, federal, philanthropic, and other resources.

The community outreach will be completed within 12 months of Standard Agreement Execution, while the Draft Plan will be prepared within 24 months, and the final Plan Rollout will be achieved within 36 months of Standard Agreement Execution.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Task Narrative

- Task 1 - Prepare Request for Proposal and select consultant(s)
- Task 2 - Conduct Community Outreach
- Task 3 - Complete Draft Recovery Plan
- Task 4 - Produce Disaster Recovery Plan Rollout Strategy and Schedule
- Task 5 - Adopt Final Disaster Recovery Plan
- Task 6 - Closeout

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

EXHIBIT E

Detailed Scope of Work - Deliverable Narrative

- Task 1 - Request for Proposal and Consultant(s) Contract(s)
- Task 2 - Community Outreach Plan
- Task 3 - Draft Recovery Plan
- Task 4 - Disaster Recovery Plan Rollout Strategy and Schedule
- Task 5 - Final Adopted Disaster Recovery Plan
- Task 6 - Closeout documentation

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to add additional optional milestones?

No

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Execute the standard agreement

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2

Community Outreach - Completed within 12 months of Standard Agreement Execution

Milestone #3

Draft Plan - Completed within 24 months of Standard Agreement Execution

Milestone #4

Disaster Plan Rollout - Completed within 36 months of Standard Agreement Execution

Confirmation of Closeout - Milestone #10

Complete the closeout process

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Planning Statement of Need and Proposed Outcome

Beginning in July 2021, the largest single wildfire in recorded California history tore through 963,000 in rural northern California. It burned for three months, and destroyed the Town of Greenville, as well as a handful of smaller census designated places in the surrounding area. Impacts have been felt across the region, even in communities where structural damage was minimal, with substantial impacts to the timber and tourism industries that are the lifeblood of the regional economy.

Based on US 2020 Census data, Greenville and its surrounding rural census blocks had the highest levels socio-economic vulnerability of any of the communities in the Dixie Fire burn scar, pre-fire. It's population as of 2020 was 1,026 with a median age of 51.2 with 16.1% being veterans. The median household income was \$32,344 compared to the state average of \$78,672. There were approximately 595 housing units with 69.8% homeowners. Approximately 34.7% of renters were paying less than \$500 rent while 65.9% were paying between \$500 and \$999. A large number, 24.6% have some type of disability with the largest percentage having ambulatory issues. All this to say that without serious and deliberate planning Greenville and the surrounding rural areas will be hard pressed to build back both for homeowners as well as meeting the needs of the rental population.

Greenville was a hub for the rural northern-central part of Plumas County and was home to many small businesses and workers. Most of the community members who lived in Greenville, or the surrounding area are unable to return because there are virtually no services, facilities, or infrastructure left, for example, no housing, few businesses, no operational banks, and compromised internet.

The success of Greenville and its surrounding area is critical to the recovery of the entire County. Without a Plan for recovery that hones-in on the needs of this geography and the affected area, the County population will not be able to return and the delay to recovery in these communities will be significant and negatively impact the economic resiliency of this rural region.

Recognizing that only \$14.7 million is available under the Federal Register Notice 2022 – 10969 in response to the Dixie fire, the unmet need is expected to be substantially higher than the money made available. To ensure that the communities of Greenville and the rest of the disaster impacted areas of the County have their recovery needs met, it is going to be exceptionally important that every CDBG and CDBG-DR dollar be leveraged with other funding sources: It must future annual CDBG dollars, potential CalHome dollars, MHP, Caltrans, Cal OES, Cal Fire, US Forest Service, and other funding opportunities. The CDBG planning grant funding for the Greenville area as part of the comprehensive Plumas County Disaster Recovery Plan is intended to support funding endeavors to bridge the recovery funding gap and allow the County to identify and start building the capacity necessary to operate in this complex funding environment and bring on the diverse professionals, consultants, and/or staff to effectively administer all aspects of disaster recovery.

The Need Statement presents facts and evidence to support the need for your planning activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are both factual and of human interest.

Planning Statement of Need Documentation

Third party assessment of need, Published documentation of need

Upload documentation of Need and Proposed Outcomes

2022_0517-Dixie-Fire-Recovery_Phase 0 Report.pdf

Upload documentation of Need and Proposed Outcomes

SocialSafetyNet_plumas-needs-assessment-v.4.pdf

Upload documentation of Need and Proposed Outcomes

Behavioral Health KIIT_HUD Site Visit DR-4610 Briefing Packet.docx.pdf

Provide a detailed description of the population that will benefit from the implementation of the provide and how that population meets a national objective. Description should include if the population is a protected class, presumed benefit, or has some other shared characteristic, has been impacted by a disaster, is vulnerable due to environmental, economic, or community factors, or has other special characteristics.

Describe the population that will benefit

This planning effort is designed to ensure that the recovery of Greenville and its surrounding area is based in the needs of the local families, local businesses, and low-income households most drastically impacted by the fires and who will depend most on an inclusive approach to recover for their ongoing economic and social well-being.

Greenville's most vulnerable community members are the elderly, veterans, and tribal members. These populations are wanting to rebuild homes and businesses. The Plan and community outreach process will bring in underserved and vulnerable populations to understand needs and priorities, for example, engaging with the Maidu communities throughout Greenville/Indian Valley. The devastating loss of the Greenville Rancheria's medical and dental facility as well as their educational building, along with housing loss, will lend an opportunity to bring the Maidu community front and center in the recovery Plan process for the future of the town of Greenville.

Provide a narrative describing your planned community outreach for this planning activity.

Community outreach will be built into the planning effort and will build on considerable efforts to date conducted by the Dixie Fire Collaborative. Once the consultant(s) is procured, a key component of the work plan will be to review all previously submitted community input, evaluate stakeholder engagement to date, identify gaps, and create a community engagement plan that is woven into the larger Disaster Recovery Plan. The objective is to engage Greenville and surrounding fire-impacted areas through, for example, community workshops, listening sessions, targeted population group meetings and implement "block captains" to better understand neighborhood level needs and priorities. Public engagement surrounding a recovery Plan after a catastrophe builds hope, trust, and confidence in government, relationships, new leaders, and opportunities to improve long-standing community challenges. To capture these benefits throughout the process, the public engagement rollout of the Plan must be both deliberate and strategic.

Please include a narrative describing your staff and/or contractor/subrecipient expertise:

The County of Plumas has an experienced Planning Director, Tracey Ferguson, AICP, who has over 21 years of experience in private and public sector leadership specializing in land use planning, disaster recovery planning, preparation of general and specific plans, housing, water resources, airport land use compatibility planning, risk management, CEQA, entitlement coordination, and permit processing.

Director Ferguson has been integrally involved in the recovery efforts of the County following the Dixie Fire, for example, from preparing the necessary housing and debris urgency ordinances with County Counsel for adoption by the Board of Supervisors, to approving Zoning Clearance Certificates for disaster recovery uses, working with state and federal partners to permit temporary emergency structures, and serving as the County-lead on the Greenville historic buildings preservation mission. Director Ferguson has also led the long-term recovery efforts to-date with a working group made up of County, State, and Federal governmental staff; non-governmental stakeholders; and the Dixie Fire Collaborative.

Plumas County is the recipient of a FEMA long-term recovery disaster planner (Disaster Recovery Manager) who will be responsible for grant coordination, managing consultant contracts, Plan preparation, and community engagement related to the recovery effort.

To prepare this Plan, the County of Plumas will procure consultant(s) with experience in community engagement, grants management including cross-cutting federal regulatory compliance, environmental review, and project management.

Attached are the resumes and duty statements for the Planning Director and the Disaster Recovery Manager, a flow chart for the core team members and anticipated contractors, as well as a high-level organizational chart, organized by Recovery Support Function, for the additional recovery partners such as the state and federal government, Dixie Fire Collaborative, and community organizations.

Provide documentation of your planning team qualifications.

Duty Statements/Resumes

RunWithDutyStatements_Resumes_Plumas.pdf

Activity Flow Chart

PLUMAS COUNTY_ORG CHART.pdf

Organization Flow Chart

DFC COUNTY STATE FED ORG CHART.pdf

Indicate the number of grants managed in the last 48 months

4 or more grants

List the grants managed in the last 48 months.

1. California Office of Emergency Services, Plumas County Local Hazard Mitigation Plan (LHMP) - \$73,971 (complete)
2. California Homeless Coordination and Financing Council, Homeless Housing COVID-19 Emergency Homelessness Funding (SB 89) - \$10,000 (complete)
3. California Department of Water Resources Disadvantaged Community Involvement (Daci) Grant Program, Mountain Counties Funding Area - small and local water systems analysis \$45,000 (complete)
4. State Department of Housing and Community Development SB 2 Planning Grants Program Implementation - pre-approved construction document sets \$160,000 (not started)
5. State Department of Housing and Community Development LEAP (Local Early Action Planning Grant) Local Government Planning Support Grant Program - \$65,000 (kick off winter 2022)
6. State Department of Housing and Community Development REAP (Regional Early Action Planning Grant) Local Government Planning Support Grant Program - pre-development costs for affordable housing project \$121,517 (kick off fall 2022)
7. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 1) - rapid re-housing and operating subsidies for transitional housing \$50,201.53 (kick off summer 2022)
8. California Homeless Coordination and Financing Council, Homeless Housing, Assistance and Prevention Grant (HHAP Round 2) - rapid re-housing and operating subsidies for transitional housing \$22,949.00 (kick off summer 2022)
9. California Department of Water Resources Sustainable Groundwater Management Grant - \$2,000,000 (will be complete fall 2022)
10. California Department of Water Resources Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant - construction projects for water sustainability and reliability \$1,002,536 (in process)
11. California Fire Safe Council, County Coordinator Program, CAL FIRE - \$175,000 (in process)
12. California Microbusiness COVID-19 Relief Grant Program, California Office of Small Business Advocate - \$22,500 (completed summer 2022)
13. CDBG Cares Act CV-1 (Public Health Senior Nutrition Program) - \$81,532 (in process to be complete by end of 2022)
14. CDBG Cares Act CV-2 (PCIRC Dragonfly Café) and CV-3 (Small Business Assistance) - \$673,462 (in process CV-2 to be complete 2022 and CV-3 into 2023)

Provide a narrative listing your partners and collaborators

The County department staff will partner with the approved procured consultant firm (unknown at this time) to prepare the plan. In addition, the County's Planning Director will collaborate with the hired firm, community members, long-term wildfire disaster recovery group (e.g., Dixie Fire Collaborative - other partner), and Board of Supervisors on the final plan. A sample RFP for procurement of a consultant(s) is included.

List of collaborators/partners

Non-Profit service providers, Other partner (describe in narrative and specify that it is "Other partner")

For documentation please upload adopted Memorandum of Understanding, Agreements, Contracts, Resolutions, Board Motions, or other formally approved documentation showing that the governing bodies of the different partner agencies have acknowledged the partnership/collaboration and are engaged in the effort. A signed letter of partnership/collaboration is NOT sufficient evidence of partnership unless it is signed by all parties in the collaboration/partnership, and has been recognized by the governing body of the responsible organization.

Partners/Collaborators Supporting Documentation

Purpose Statement of the Dixie Fire Collaborative.pdf

Partners/Collaborators Supporting Documentation

SampleRFP_Recovery_Plan_Consultant_DRAFT.pdf

Partners/Collaborators Supporting Documentation

PlumasCounty_Census_T tract 4_Block 2_Block 3.pdf

Partners/Collaborators Supporting Documentation

EXHIBIT E

Partners/Collaborators Supporting Documentation

Partners/Collaborators Supporting Documentation

Do you have a signed agreement with a contractor/subrecipient?

Planning application - procurement in process

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503:

<https://www.law.cornell.edu/cfr/text/24/570.503> Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-IItopart_200

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs?

No

Applicant must be in compliance with HSC §25395.99 <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html>. For more information about Land-Use Controls please visit <https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml>.

[View Budget Worksheet](#)

[View Application Goals](#)

[Original Submission Date \(for re-submissions\)](#)

Threshold Criteria

Can you confirm that the funding requested is gap funding?

Yes

[Upload proof of certification](#)

[Additional proof of certification](#)



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: July 16, 2024

SUBJECT: Request to use PG&E Settlement Funds to cover Dixie Fire related expenses in FY23 and FY24 in CAO Professional Services (2003052/521900) and General Services Professional Services (2002052/521900).

Recommendation:

Request to use PG&E Settlement Funds to cover Dixie Fire related expenses in FY23 and FY24 in CAO Professional Services (2003052/521900) and General Services Professional Services (2002052/521900).

Background and Discussion:

Since the Wildfires of 2021, Plumas County has been engaged in a number of activities directly related to fire response, short-term needs, as well as long-term recovery. Over the past two fiscal years (FY23 and FY24), there has been \$ 667,695.89 spent out of the General Fund. It is requested, as the PG&E Settlement fund is being discussed, to reimburse the county for the fire-related costs over the past two years. Below you'll find a table of costs as well as summary of activities over the past two years.

VENDOR	FY23 Un-reimbursed	FY24 Un-reimbursed	TOTAL	BOS Request FY23	BOS Request FY24	TOTAL
CAEHA	\$ 29,015.66	\$ 32,781.86	\$ 61,797.52	\$ 29,015.66	\$ 32,781.86	\$ 61,797.52
ARCADIS U.S. INC	\$ 467,214.77	\$ 106,280.00	\$573,494.77	\$ 467,214.77	\$ 106,280.00	\$573,494.77
Robert Silman Associates Engineers		\$3,743.24	\$3,743.24		\$3,743.24	\$ 3,743.24
CPI		\$ 9,972.00	\$ 9,972.00		\$ 9,972.00	\$ 9,972.00
RMC GROUP	\$ 18,688.36		\$ 18,688.36	\$ 18,688.36		\$ 18,688.36
				PG&E Request FY23	PG&E Request FY24	TOTAL
				\$ 514,918.79	\$ 152,777.10	\$667,695.89

Summary of Activities by Company:

RMC - This contract is for evaluation and estimated property assessment post Dixie Fire.

Arcadis, Inc. - This contract is for recuperating insurance payments made on behalf of fire victims who opted into debris clean-up programs. To date, the County has collected \$5,247,174.07. These monies will be turned over to the state upon completion of the contract.

CAEHA - This contract is for the lead mitigation activity and planning due to the Dixie Fire and debris clean-up in Greenville.

Robert Silman Associates Engineers DPC - This contract is related to structural engineering services for historic structures in Greenville post Dixie Fire.

CPI - This contract is for the actual structural engineering for historic structures in Greenville (see above).

Action:

Request to use \$667,695.89 in PG&E Settlement Funds to cover Dixie Fire related expenses in FY23 and FY24 in CAO Professional Services (2003052/521900) and General Services Professional Services

(2002052/521900).

Fiscal Impact:

General Fund Impact if PG&E Settlement funds are determined not to be used.

Attachments:

1. PG&E Settlement Discussion
2. Dixie Fire Settlement 0055
3. Dixie Fire Settlement 0055 Balance Sheet
4. Dixie Fire Insurance 0056 Balance Sheet
5. Dixie Fire Insurance 0056

PG&E Settlement Discussion

REVENUE RECEIVED	AMOUNT	DESCRIPTION
Insurance	\$2.2 million	Rebuild & replacement of \$500,000 for grader
PG&E Settlement	\$7.8 million	Settlement
CalOES/FEMA	\$5 million	Pay for emergency services during the fire
TOTAL	\$15 million	

UNREIMBURSED EXPENDITURES to DATE	DESCRIPTION
Public Works	\$569,498.75 Roads, engineering, administration of projects
Sheriffs Department	\$44,344.00 Substation rent
	Calculating Water, sewer, utilities for rented substation
	Miscellaneous Communications, other needs or equipment?
	\$1,032.00 Water, sewer, utilities for burned structure
	\$350,000.00 Radio Tower replacement equipment due to aging infrastructure; possible to use Title III
County Administrative Office	\$500,000.00 Arcadis contract to collect insurance, write mitigation grants
	\$80,000.00 Arcadis contract to collect insurance, write mitigation grants extension
	\$221,000.00 Environmental work in burn scar - primarily Greenville
Risk Management/OES	\$150,000.00 After-Action Report & Needs Assessment
DFC Coordinator - Grant Mgr/Writ	\$450,000.00 Writer/grant manager to assist with hazard mitigation, rebuild, community - 3 years
Planning - Grant Mgr/Admin/Writ	\$240,000.00 Administrative Assistant to Manage, write and prepare grant required documentation, warrants, etc.
Facility Services	\$204,482.00 Utilities, rent, garbage, water testing, porta-potties, electricity, pumping of septic, etc.
	Calculating Manpower - 3x a week visit to Greenville by crew to service trailers
County Rebuild in Greenville	Calculating Sheriff's Substation -Safety Ctr - Preparation, Engineering, Plans, Materials
	Calculating Town Hall - Community Resource Center - Preparation, Engineering, Plans, Materials
	Calculating Library - Preparation, Engineering, Plans, Materials
Match for Grants	\$2,000,000.00
Investment	\$2,000,000.00
TOTAL	\$6,810,356.75

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

FUND 0055

ACCOUNT ACCOUNT NAME PER JNL SRC	ORG EFF DATE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
0055-00000-00-20155-00-10-0000-0000-10100 -						
CASH - OPERATING	0055010	10,302,851.26				
4 3602 GNI 10/01/23 746	SYSTEM GENERATED DUE TO LINE	93,988.83		.00	93,988.83	
6 3299 GNI 12/31/23 1046	SYSTEM GENERATED DUE TO LINE	24,110.91		.00	118,099.74	
7 3196 GNI 01/01/24 747	SYSTEM GENERATED DUE TO LINE	102,911.32		.00	221,011.06	
9 3535 GNI 03/31/24 1048	SYSTEM GENERATED DUE TO LINE	24,870.75		.00	245,881.81	
10 3493 GNI 04/01/24 853	SYSTEM GENERATED DUE TO LINE	68,442.16		.00	314,323.97	
12 1855 GCR 06/17/24 163761	SYSTEM GENERATED DUE FROM LI	82,703.60		.00	397,027.57	
0055010-10100		10,302,851.26	397,027.57	.00	397,027.57	10,699,878.83
0055-00000-00-20155-00-30-0000-0000-3000 -						
RESTRICTED (UNDSGN-B)	0055030	-10,302,851.26				
0055030-3000		-10,302,851.26		.00	.00	-10,302,851.26
0055-00000-00-20155-00-39-0000-0000-3990 -						
BUDGET FUND BALANCE	0055039	.00				
1 2931 BUC 07/01/23 2024 B		10,000.00		.00	10,000.00	
0055039-3990		.00	10,000.00	.00	10,000.00	10,000.00
0055-00000-00-20155-00-39-0000-0000-3991 -						
EXPEND BUDGET CONTROL	0055039	.00				
1 2931 BUC 07/01/23 2024 B		.00		10,000.00	-10,000.00	
0055039-3991		.00	.00	10,000.00	-10,000.00	-10,000.00
0055-00000-01-20155-00-43-1400-0000-43010 -						
INTEREST-INVESTED FUNDS	2015543	.00				
4 3598 GNI 10/01/23 578	Interest 07/01/23-9/30/23	.00	93,988.83		-93,988.83	
4 3601 GRV 10/01/23 578		93,988.83	.00		.00	
4 3602 GNI 10/01/23 746	Interest 07/01/23-09/30/23	.00	93,988.83		-93,988.83	
6 3299 GNI 12/31/23 1046	Interest 10/01/23-12/31/23 L	.00	24,110.91		118,099.74	
7 3190 GNI 01/01/24 589	Interest 10/01/23-12/31/23	.00	102,911.32		-221,011.06	
7 3195 GRV 01/01/24 589		102,911.32	.00		118,099.74	
7 3196 GNI 01/01/24 747	Interest 10/01/23-12/31/23	.00	102,911.32		-221,011.06	
9 3535 GNI 03/31/24 1048	Interest 01/01/24-03/31/24 L	.00	24,870.75		-245,881.81	
10 3493 GNI 04/01/24 853	Interest 01/01/24-03/31/24	.00	68,442.16		-314,323.97	
2015543-43010		.00	196,900.15	511,224.12	-314,323.97	-314,323.97
0055-00000-01-20155-00-44-1400-0000-44054 -						
PG&E DIXIE FIRE SETTLEMENT	2015544	.00				
12 1855 GCR 06/17/24 163761	DIXIE FIRE REFUND PLUS INTER	.00	82,703.60		-82,703.60	
2015544-44054		.00	82,703.60		-82,703.60	-82,703.60
0055-00000-01-20155-00-58-1400-0000-58000 -						
TRANSFER-OUT	2015558	.00				
9 2138 GEN 03/19/24 JE655	SPAY/NEUTER PROJECT 8/15/23	10,000.00		.00	10,000.00	
2015558-58000		.00	10,000.00	.00	10,000.00	10,000.00
TOTALS FOR FUND 0055		.00	613,927.72	603,927.72	10,000.00	10,000.00
PG&E DIXIE FIRE SETTLEMENT						

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

FUND 0055

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
REPORT TOTALS		.00	613,927.72	603,927.72	10,000.00	10,000.00

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

REPORT OPTIONS

Print (D)etail or (S)ummary: D
Fiscal year-to-date version: N
Reporting year: 2024
Reporting from period: 01 JUL to 13 EOY
Journal Detail from 01/01/1990 to 07/09/2024
(B)alance sheet or (A)ll accounts: A
Roll up projects to object level: N
Omit zero balance accounts: Y
Sort by 1 Account
Print Org Code? (Y/N) Y
Print Fund Header and Org/obj Y
Include page break between funds Y
Include page break between each N
Print totals N
Print report options Y
Exclude fund balance YEC/AJE for prior years N

Find Criteria
Field Name Field Value
Fund 0055
Sub-Fund
Function
Department
Activity
Class
Parent_Dept
Future2
Character Code
Org
Object
Account type
Account status

** END OF REPORT - Generated by Martee Nieman **

BALANCE SHEET FOR 2024 13

			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND: 0055 PG&E DIXIE FIRE SETTLEMENT / SUB-FUND 00000				
ASSETS				
0055010 10100	CASH - OPERATING		.00	10,699,878.83
TOTAL ASSETS FOR SUB-FUND 00000			.00	10,699,878.83
FUND BALANCE				
0055030 3000	RESTRICTED (UNDSGN-B)		.00	-10,302,851.26
0055039 3990	BUDGET FUND BALANCE		.00	10,000.00
0055039 3991	EXPEND BUDGET CONTROL		.00	-10,000.00
0055039 3995	EXPENDITURE CONTROL		.00	10,000.00
0055039 3996	REVENUE CONTROL		.00	-397,027.57
TOTAL FUND BALANCE FOR SUB-FUND 00000			.00	-10,689,878.83
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000			.00	-10,689,878.83
TOTAL ASSETS FOR FUND 0055			.00	10,699,878.83
TOTAL LIABILITIES FOR FUND 0055			.00	.00
TOTAL FUND BALANCE FOR FUND 0055			.00	-10,689,878.83
TOTAL LIABILITIES + FUND BALANCE FOR 0055			.00	-10,689,878.83

** END OF REPORT - Generated by Martee Nieman **

BALANCE SHEET FOR 2024 13

			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND: 0056 DIXIE FIRE INSURANCE / SUB-FUND 00000				
ASSETS				
0056010 10100	CASH - OPERATING		.00	4,645.50
TOTAL ASSETS FOR SUB-FUND 00000			.00	4,645.50
FUND BALANCE				
0056039 3996	REVENUE CONTROL		.00	-4,645.50
TOTAL FUND BALANCE FOR SUB-FUND 00000			.00	-4,645.50
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000			.00	-4,645.50

BALANCE SHEET FOR 2024 13

			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND: 0056 DIXIE FIRE INSURANCE / SUB-FUND 00561				
ASSETS				
0056110 10100 UNION/US BANK CHECKING			.00	1,764,709.10
TOTAL ASSETS FOR SUB-FUND 00561			.00	1,764,709.10
FUND BALANCE				
0056139 3996 REVENUE CONTROL			.00	-1,761,762.54
TOTAL FUND BALANCE FOR SUB-FUND 00561			.00	-1,761,762.54
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00561			.00	-1,761,762.54
TOTAL ASSETS FOR FUND 0056			.00	1,769,354.60
TOTAL LIABILITIES FOR FUND 0056			.00	.00
TOTAL FUND BALANCE FOR FUND 0056			.00	-1,766,408.04
TOTAL LIABILITIES + FUND BALANCE FOR 0056			.00	-1,766,408.04

** END OF REPORT - Generated by Martee Nieman **

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

FUND 0056

ACCOUNT ACCOUNT NAME PER JNL SRC	ORG EFF DATE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
0056-00000-00-20156-00-10-0000-0000-10100						
CASH - OPERATING	0056010	.00				
9 3535 GNI 03/31/24 1048	SYSTEM GENERATED DUE TO LINE	1,238.17		.00	1,238.17	
10 3493 GNI 04/01/24 853	SYSTEM GENERATED DUE TO LINE	3,407.33		.00	4,645.50	
0056010-10100		.00	4,645.50	.00	4,645.50	4,645.50
0056-00000-01-20156-16-43-1400-0000-43010	-					
INTEREST-INVESTED FUNDS	2015643	.00				
9 3535 GNI 03/31/24 1048	Interest 01/01/24-03/31/24 L	.00		1,238.17	-1,238.17	
10 3493 GNI 04/01/24 853	Interest 01/01/24-03/31/24	.00		3,407.33	-4,645.50	
2015643-43010		.00	.00	4,645.50	-4,645.50	-4,645.50
0056-00561-01-20156-16-46-1400-0000-46613						
DIXIE FIRE INSURANCE	2015646	.00				
9 395 GEN 03/05/24	DIXIE FIRE INSURANCE	.00		1,761,762.54	-1,761,762.54	
2015646-46613		.00	.00	1,761,762.54	-1,761,762.54	-1,761,762.54
0056-00561-03-20010-14-10-1400-0000-10100						
UNION/US BANK CHECKING	0056110	.00				
9 395 GEN 03/05/24	DIXIE FIRE INSURANCE	1,761,762.54		.00	1,761,762.54	
10 15 GEN 04/01/24 JE748	UNUSED CASH TO BOS GEN	2,946.56		.00	1,764,709.10	
0056110-10100		.00	1,764,709.10	.00	1,764,709.10	1,764,709.10
TOTALS FOR FUND 0056		.00	1,769,354.60	1,766,408.04	2,946.56	2,946.56
DIXIE FIRE INSURANCE						

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

FUND 0056

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
REPORT TOTALS		.00	1,769,354.60	1,766,408.04	2,946.56	2,946.56

ACCOUNT TRIAL BALANCE FOR FY24/JUL TO EOY

REPORT OPTIONS

Print (D)etail or (S)ummary: D
Fiscal year-to-date version: N
Reporting year: 2024
Reporting from period: 01 JUL to 13 EOY
Journal Detail from 01/01/1990 to 07/09/2024
(B)alance sheet or (A)ll accounts: A
Roll up projects to object level: N
Omit zero balance accounts: Y
Sort by 1 Account
Print Org Code? (Y/N) Y
Print Fund Header and Org/obj Y
Include page break between funds Y
Include page break between each N
Print totals N
Print report options Y
Exclude fund balance YEC/AJE for prior years N

Find Criteria
Field Name Field Value
Fund 0056
Sub-Fund
Function
Department
Activity
Class
Parent_Dept
Future2
Character Code
Org
Object
Account type
Account status

** END OF REPORT - Generated by Martee Nieman **