



Board of Supervisors

Dwight Ceresola, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Mimi Hall, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

JANUARY 7, 2025 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

- A. Select Chair and Vice Chair of the Board of Supervisors for 2025; discussion and possible action; **Roll Call Vote**

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.

- 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. HUMAN RESOURCES DEPARTMENT

- 1) Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed \$20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel.

B. FAIR

- 1) Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DOJ to provide Live Scan (fingerprinting services); effective January 1, 2025; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

D. CLERK OF THE BOARD

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

E. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign a certification statement from the California Department of Health Care Services for Children in Foster Care; approved as to form by County Counsel.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Health Santa Rosa, a psychiatric hospital providing mental health treatment and stabilization 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.

G. MUSEUM

- 1) Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2025 to enable staff and volunteers to conduct datalogging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

H. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; The cost is \$52,343.21. Effective November 1, 2024. No General Fund Impact; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Door System Design, Inc.; not to exceed \$40,000.00; (No General Fund Impact); road funds; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FACILITIES SERVICES/AIRPORTS - Nick Collin

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed \$63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action.

B. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to purchase Crowdstrike to provide County network security and to purchase Cohesity, the County's backup solution; effective 1/7/2025; not to exceed \$54,206; (General Fund Impact) as approved in the FY24/25 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

C. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

D. HUMAN RESOURCES - Debra Lucero

- 1) Adopt **RESOLUTION** amending resolution authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

5. BOARD OF SUPERVISORS

A. Welcome Supervisor Mimi Hall representing District 4 to the Plumas County Board of Supervisors.

B. PLUMAS COUNTY TOURISM

- 1) **CONTINUED DISCUSSION FROM DECEMBER 10, 2024:** Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:
 1. Information to be posted on the Airbnb website.
 2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
 3. Information to be posted on the Plumas County website.

C. APPOINTMENTS

- 1) Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.
- 2) Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

D. CORRESPONDENCE

E. 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: County Administration Officer
- B. Personnel: Public Employee Performance Evaluation - Child Support Services Director
- C. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Child Support Services Director
- D. Personnel: Public Employee Performance Evaluation: Building Director (Board Only)
- E. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Building Director
- F. Personnel: Public Employee Performance Evaluation: Agricultural Commissioner (Board Only)
- G. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Agricultural Commissioner
- H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- I. Conference with Legal Counsel: Existing Litigation - 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, January 14, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Cyndi Tweedle, Human Resources Analyst II

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed \$20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed \$20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel.

Background and Discussion:

Human Resources' current copier/scanner/printer/fax machine is completely out of commission with no parts available. We need a replacement all-in-one machine.

Action:

Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed \$20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact, as approved in FY 24/25 budget.

Attachments:

1. 4470 FINAL (1)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Human Resources Department (hereinafter referred to as "County"), and UBEO WEST, LLC, a California LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D, and E attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty thousand and 00/100 Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from January 7, 2025, through January 6, 2028, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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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:

County Counsel
County of Plumas
1446 East Main Street
Quincy, CA 95971
Attention: Hannah Hays

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Matthew Strohfus, MBA

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

CONTRACTOR:

UBEO WEST, LLC

By: _____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair
Date signed:

Attest:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

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EXHIBIT A

Scope of Work

1. Contractor shall provide one (1) new Canon ImageRunner Advance DX C5840i; B&W & Color; print, copy, scan to folder.
2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

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EXHIBIT B
Fee Schedule

1. County shall pay a total of \$544.87 monthly for a term of 36 months broken up as follows:
 - a) County shall pay \$479.82 per month to lease one (1) Canon ImageRunner Advance DX C5840i.
 - b) County shall pay \$65.07 per month for maintenance on one (1) Canon ImageRunner Advance DX C5840i print/copy/scan to folder to include up to 6,000 monthly black and white images (18,000 quarterly) and 333 monthly color images (1,000 quarterly) on the equipment covered by this Agreement. County shall pay an additional \$0.00790 per quarter for black and white images over 18,000 and \$0.053 per color images over 1,000.
 - c) County shall own the Canon ImageRunner Advance DX C5840i at the end of the 36-month term with a \$1.00 buyout.
2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

Canon Financial Services, Inc. (CFS)
14904 Collections Center Drive
Chicago, IL 60693-0149

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

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by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

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EXHIBIT C
\$1.00-OUT Purchase Addendum

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CONTRACTOR INITIALS_____

\$1.00-OUT PURCHASE ADDENDUM**ADDENDUM TO AGREEMENT FOR
CUSTOMER # / APPLICATION # / LEASE # 2037461**

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

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

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

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

The terms and conditions in the Agreement are amended as follows:

"Provided that no event of default under the Agreement has occurred and is continuing, Customer shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term Lessor will transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate."

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

LESSOR Signed by:  By: <u>John Fortino</u> Printed Name: <u>John Fortino</u> Title: <u>CFO</u> Date: <u>12/4/2024</u>	CUSTOMER By: _____ Printed Name: _____ Title: _____
---	---

EXHIBIT D
Municipal Fiscal Funding Addendum

_____COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS_____

EXHIBIT D

DocuSign Envelope ID: A3D01C8B-F85D-4B48-AC41-4C98B57FD25B

Municipal Fiscal Funding Addendum

Lessor's Application Number:	2037461
Lessor's Agreement Number:	
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name

County of Plumas, California

("Customer")

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

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

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

ACCEPTED

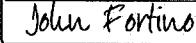
Lessor	UBEO WEST, LLC DocuSigned by: 	Customer	County of Plumas, California
By		By	
Printed Name	John Fortino COE2E22042BD495	Printed Name	
Title	CFO	Title	
Date	12/4/2024		

EXHIBIT E

Value Rental Agreement

_____COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS_____

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLICENSE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You have been informed that a surge protector is recommended to protect your electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through UBEO West, LLC. You are responsible for providing manufacturer recommended adequate power supply. Check one of the following: Purchased Has existing Declined and will be responsible for damage caused by not having a surge protector. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. An image/scan is equal to a single sided 8.5" x 11" copy or print. Each month, you are entitled to produce the minimum number of images/scans shown on page 1 of this Agreement for each applicable image/scan type. Regardless of the number of images/scans made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If at any time during the term of this Agreement meter readings are not collected electronically there will be a \$5 fee assessed per device, per month for the term of this Agreement or until the meter readings are set-up electronically. You agree to pay the applicable overage charge for each metered image/scan that exceeds the applicable minimum number of images/scans. Images/scans made on equipment marked as not financed under this Agreement will be included in determining your image/scan and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. If you have multiple devices at the installation address, which use the same supplies provided under this Agreement, all devices using the same supplies must be covered under an active agreement with Supplier. UBEO West, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

14. EXCLUSIONS: Maintenance service under the Arrangement is contingent upon proper use of the device. The Arrangement does not include: a) Repairs resulting from causes other than normal use, your willful act, use of any paper stock that does not meet device specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc.), theft, or any other unusual circumstance. b) Repairs made necessary by service performed by personnel other than UBEO West, LLC representative. c) Work which you request to be performed outside regular business hours. d) Reconditioning or modification to the Equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the Equipment. e) Any and all work related to data flow between the covered device and your computers, software or computer network; or work on your computers, software or computer network independent of the Equipment. f) Repairs to the Equipment that is past the manufacturers end of service life.



**PLUMAS COUNTY
FAIR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Steffanic, County Fair Manager

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

With the passing of one of the promoters of High Sierra Music Festival, there has been a change in the management structure. There is still one more year on the current contract with the county and this agreement reflects a name change for the organization.

Action:

Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Name Change 2024

THIRD AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND HIGH SIERRA MUSIC, INC.

This Third Amendment to Agreement ("Amendment") is made on January 6, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Music, Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and HIGH SIERRA MUSIC, INC. have entered into a written Agreement dated January 1, 2019, (the "Agreement"), in which HIGH SIERRA MUSIC, INC. agreed to license the Plumas Sierra County Fairgrounds for an annual music festival.
 - b. Due to a change in management structure, there has been a change in the legal name of the Contractor and the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Opening Paragraph is amended to read as follows:

This License Agreement is made by the County of Plumas, a political subdivision of the State of California, on behalf of itself and the Plumas-Sierra County Fair ["Fair" or "Licensor"] and High Sierra Music Festival, LLC, a California corporation ["Licensee"]. Licensor shall mean to include the Board of Supervisors of the County of Plumas, director members of the Fair Board, Fair Manager, and the agents, servants and employees of the Fair. Licensee shall mean High Sierra Music Festival, LLC.

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, Second Amendment date October 3, 2024, and First Amendment dated June 20, 2022, all provisions of the Agreement dated January 1, 2019, shall remain unchanged and in full force and effect.

LICENSEE:

For the licensee, High Sierra Music Festival,
LLC.

By: _____

Name: Dave Margulies

Title: Manager/Member

Date signed:

LICENSOR:

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:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DOJ to provide Live Scan (fingerprinting services); effective January 1, 2025; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DOJ to provide Live Scan (fingerprinting services); effective January 1, 2025; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Agreement with DOJ to provide the Sheriff's Office with Live Scan (fingerprinting) services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DOJ to provide Live Scan (fingerprinting services); effective January 1, 2025; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 4522 FINAL
2. 4522 Ex A and B FINAL

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EXHIBIT A **SCOPE OF WORK**

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO for PCSO:

DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
 FBI CORI or a no record response for initial submissions (as applicable)
 Child Abuse Central Index (CACI – as applicable)
 Peace Officer Carry Concealed Weapon (CCW – as applicable)
 Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

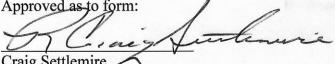
2. The PCSO Responsibilities:

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCSO, any official or employee of the PCSO, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

Approved as to form:


Craig Settemire
Counsel

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

County of Plumas (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

Phone: 530-283-6396

FAX: 530-283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit

Name: DOJ Contract Analyst

Address: PO Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

Phone: 530-283-6396

FAX: 530-283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit

Name: DOJ Contract Analyst

Address: PO Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B **Invoicing and Payment Provisions**

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
Child Abuse Central Index (CACI)	\$15	X
Trustline CACI	\$15	
Adoption CACI	\$15	
Peace Officer Carry Concealed Weapon (CCW)	\$19	X
Employment CCW	\$22	X
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	X
Judge CCW	\$66	X
Reserve/Custodial Peace Officer CCW	\$88	X
Entertainment CCW	\$48	
Military Assault Weapon	\$22	
Fingerprint Roller Certification	\$25	
Record Review	\$25	
DSS Fee	\$10	
CS DSS Fee	\$20	
Check Casher License	\$50	
Secondhand Dealer License	\$300	
Pawnbroker License	\$300	
Custodian of Records Approval Letter	\$30	

CORI submissions specific to the (Agency Abbr) _____, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971
ronitowery@countyofplumas.com

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

GIA-610

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. TIMELINESS: Time is of the essence in this Agreement.
9. NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST: In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.



**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: January 7, 2025
SUBJECT: Approve the Meeting Minutes for all meetings held in December 2024, as submitted.

Recommendation:

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

Background and Discussion:

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

Action:

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

Fiscal Impact:

No General Fund Impact, approval of Minutes only.

Attachments:

1. Minutes 12-03-2024
2. Minutes 12-10-2024
3. Minutes 12-17-2024



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 DECEMBER 3, 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

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.

Linda M. requested more notification regarding when the Board is not going to be in session.

Rick Foster commented on money that was paid in fines/fees, says that there is 600k lost in fees/fines, ask all departments to give an accounting of all fines/fees that all departments have paid.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

District Attorney Hollister introduced LT. Pederson, CHP Commander, who briefly spoke to the Board. Rob Thorman updated the Board on a planning meeting regarding the drought resilience plan on 12/15/2024 @ 6pm at the Lake Almanor Rec Center.

Dora Mitchell updated the Board on the Tech Thursday, people can sign up at 530-283-6310.

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 - handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18574>

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 Nieman-Graham updated the Board on staff working on running parallels and holding to test on December 16, 2024.

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 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 Susan Ramsey dba Pearls of Wisdom Consulting, for reaccreditation consultant services; effective October 30, 2024; not to exceed \$20,000.00; (No General Fund Impact) Realignment; approved as to form by County Counsel.

B. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Western States Fire Protection for repair of fire sprinkler system leaks at Courthouse Annex as well as required annual fire sprinkler system inspections at the Courthouse Annex and Plumas County Jail; effective November 1, 2024; not to exceed \$12,500.00; (General Fund Impact) as approved in FY24/25 recommended budget 2012052 521900; approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign a lease agreement between County of Plumas and Lake Almanor Area Chamber of Commerce to lease a portion of Chester Park for their community ice-skating rink; effective November 1, 2024; (No General Fund Impact) because this lease is to promote community involvement, the lease amount is set at \$1/month; approved as to form by County Counsel.

- 3) Approve and authorize Facility Services to recruit and fill one extra-help Maintenance Worker 1; for winter snow removal/spring clean-up; (General Fund Impact) as approved in (FY24/25) recommended budget.

C. SOCIAL SERVICES

- 1) Adopt **RESOLUTION** Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housing Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8968**](#) Authorizing an application for, and acceptance of, the County Allocation Award under Round 6 of the Transitional Housing Program and Round 3 of the Housing Navigation and Maintenance Program; (No General Fund Impact); State of California, Department of Housing and Community Development; 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 split vote (**summary:** Yes = 5 No = 0).

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

No: None.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Morgan Johnson for Legal representation; effective January 1, 2025; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

D. CLERK OF THE BOARD

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

E. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Amendment No. 3 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign Task Order No. 2 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to prepare an Initial Site Assessment (ISA) checklist for the Graeagle-Johnsville Road Rehabilitation Project; Not to exceed \$10,085.79; No General Fund Impact; approved as to form by County Counsel.

F. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Quincy Tow Service and Repair, Inc., to provide general towing and automotive repairs and services, along with abatement services; effective October 25, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

G. COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS

- 1) Certify the November 5, 2024 Presidential General Election results as attached in Official Final reports.

H. OFFICE OF EMERGENCY SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and California State University, Chico, to occupy the premises at Mt. Hough for the operations of its radio communications equipment; effective September 25th, 2024; not to exceed \$3129.16 rent the first year and a 3 percent increase each year for the remainder of the five year term; General Fund Impact as approved in FY 24/25 recommended budget 2047052 / 523804; approved as to form by County Counsel.

I. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 6, 2024.

J. LIBRARY

- 1) Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) already included in 24/25 budget.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Indian Valley Community Services District payments for service on old sub station property in Greenville (see back-up material for rate breakdown); discussion and possible staff direction

Motion: This item was tabled until further notice. Indian Valley Community Services District payments for service on old sub station property in Greenville (see back-up material for rate breakdown); discussion and possible staff direction, **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.

Sheriff Johns presented.

Martee Nieman-Graham commented

Supervisor Goss comments

Supervisor McGowan comments

Chair Hagwood comments

CAO Lucero comments

Supervisor Engel comments

- 2) Adopt **RESOLUTION** authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 24-8969](#) authorizing the Sheriff's Office to apply for and accept funding for fiscal year 2025-2026 Boating Safety and Enforcement Financial Aid Program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 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.

Sheriff Johns presents

- 3) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

Motion: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one (1.0) FTE Sheriff's Patrol Commander; due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget., **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.

Sheriff Johns presents

CAO Lucero comments

Supervisor McGowan comments

- 4) Approve and authorize Sheriff to sign an the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); discussion and possible action.

Motion: Approve and authorize Sheriff to sign an the attached agreements between Plumas County Sheriff's Office and CA Dept of General Services; effective January 1, 2025; not to exceed \$11,352.00/year for the first year; (No General Fund Impact); Sheriff's Office Grant Fund 70375-523804; not approved as to form by County Counsel (see background); 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.

Sheriff Johns presents
County Counsel comments

B. PLANNING - Tracey Ferguson

- 1) **11AM TIME CERTAIN - PUBLIC HEARING:** Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. **Four/fifths required roll call vote**

Motion: 11AM TIME CERTAIN - PUBLIC HEARING: Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an **ORDINANCE No. 24-1158** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. **Four/fifths required 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.

Tracey Ferguson presents

Chair Hagwood opened the Public Hearing. There were no public comments in person or on Zoom.

Chair Hagwood closed the Public Meeting.

C. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8970**](#) to approve and authorize Plumas County Alcohol and Other Drug Administrator Gary T. Sanderson authority to sign and to submit the Department of Healthcare Services mandatory alcohol and drug certificate application (No General Fund Impact); approved as to form by County Counsel. **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.

Sharon Sousa presents

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Adopt **RESOLUTION** to accept Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS for funding the California HIV Surveillance Program; (No General Fund Impact) (HIV Surveillance); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8971**](#) to accept Grant Agreement Number 24-10301 from the California Department of Public Health, Office of AIDS for funding the California HIV Surveillance Program; (No General Fund Impact) (HIV Surveillance); approved as to form by County Counsel. **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.

Rori Renfree presents

Supervisor McGowan comments

E. DISTRICT ATTORNEY - David Hollister

- 1) A.) Designate the District Attorney the ability to remove abandoned vehicles pursuant to VC 22669;
B.) Support the use of up to \$50,000 in restricted Environmental Settlements fund balance to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 and Plumas County Code 5-8.15; discussion and possible action.

This item was approved under 3.E.2.

- 2) Approve supplemental budget request in the amount of \$50,000.00 for Fund Balance not budgeted during the FY 2024-25 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

Motion: Approve supplemental budget request in the amount of \$50,000.00 for Fund Balance not budgeted during the FY 2024-25 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) 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.

District Attorney Hollister presents

Chair Hagwood comments

Supervisor Ceresola comments

Supervisor McGowan comments

Supervisor Goss comments
Two public comments were heard
Jennifer Langston Code Enforcement comments
Rick Foster comments

F. CODE ENFORCEMENT - Jennifer Langston

- 1) Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation; effective August 1, 2024; not to exceed 10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; 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.

Jennifer Langston presents
Supervisor Goss comments

G. LIBRARY - Dora Mitchell

- 1) Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of \$2,388 from Contributions from Other Agencies (20670/46070) to ZIP Books (20670/524515) to cover receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths 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.

Dora Mitchell presents via Zoom

H. AUDITOR-CONTROLLER - Martee Nieman

- 1) **Informational Item regarding tax refund** Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04. The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased; discussion and possible action.

Motion: Informational Item regarding tax refund Request to seek the Board's formal approval of a prior year secured tax refund to be issued to NS Retail Holdings LLC. DBA Sierra Station #36 Squeeze Burger APN# 125-243-014-000. The refund is due to the assessor's clerical error reducing the value -12,724,092. The refund will be paid with interest of approximately \$4,331.25. The total before interest is \$133,072.79, interest to be included. \$4331.25 The total refund is \$137,404.04.

The errors will be corrected in the 2024 Tax Roll and the unpaid bill will be decreased; 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.

Martee Nieman-Graham presents

Chair Hagwood comments

Supervisor McGowan comments

Supervisor Engel comments

CAO Lucero comments

Tracey Ferguson comments

Rick Foster comments

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

A report was provided in back-up materials.

B. PRESENTATION: Receive a presentation from OpenGov on a preview of the Fiscal Year 2025-2026 Plumas County online budget book.

The Board received a presentation from OPENGOP.

Supervisor McGowan comments

Daniel Kerns comments

Rick Foster comments

CAO Lucero comments

C. Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

Motion: Approve and authorize the County Administrative Office to schedule employee #100929 to a four ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; 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.

CAO Lucero presents

5. BOARD OF SUPERVISORS

A. TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00)

Motion: TITLE III - SECURE RURAL SCHOOLS APPLICATION FOR FUNDING

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on August 13, 2024; for 2023-2024 Secure Rural Schools Title III funding; discussion and possible action. **Four/fifths roll call vote.**

1. Plumas County Search and Rescue Building Enhancement Project (\$200,000.00)
2. Plumas County Sheriff Search and Rescue Reimbursement Project (\$58,980.00), **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.

Sheriff Johns presents

B. FOLLOW-UP DISCUSSION FROM NOVEMBER 12, 2024: Property Assessed Valuation Tax Increases; discussion and possible staff direction.

Chair Hagwood continues the discussion.

The Board waives their privilege regarding County Counsel's legal opinion

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18577>

County Counsel comments

Several public comments

Assessor Froggatt comments

John Ridley comments

Martee Nieman-Graham comments

Rick Foster comments

Supervisor Ceresola comments

Julie White comments

CAO Lucero comments

Supervisor McGowan comments

C. CORRESPONDENCE

No Correspondence received.

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

No Weekly Report Provided.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Risk Manager: Trindel Insurance
- B. Personnel: Public Employee Performance Evaluation - Behavioral Health Director
This item was tabled until 12-10-2024 per the CAO
- C. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Behavioral Health Director
This item was tabled until 12-10-2024 per the CAO
- D. Personnel: Public Employee Performance Evaluation - County Administration Officer
- E. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: County Administrative Officer
- F. Personnel: Public Employee Performance Evaluation - Clerk of the Board
- G. Public Employee Appointment Pursuant to Government Code Section 54957(b) Title: County Counsel
- H. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6; Agency designated representative: HR Acting Director or designee
Unrepresented employee: County Counsel
- I. 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
- J. Conference with Legal Counsel: Existing litigation pursuant to Government Code Section 54956.9 (d)(1) 2 cases (CV240019, LC2400237)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported direction to Labor Negotiator was provided during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, December 10, 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 DECEMBER 10, 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 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Vice Chair Ceresola has requested that Item 6.E.1. appointments of Desmond Waelder, and Dillon Parker be tabled until 12-17-2024, and still considering appointing Brandon Smith on 12/10/2024.

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

Two public comments regarding the sound in the Board Chambers

Dan Kearns provided the Board with a handout.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18587>

Linda M. comments regarding items that are continued, what happens to those concerns and issues.

Zoom caller

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Josh Brechtel updates the Board on his position as Interim County Counsel.

Marcy DeMartile updates the Board on wrapping up the elections, over 74% turnout, security in the Courthouse during the elections. Updates the Board on departments collaborating with each other.

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 provides a handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18585>

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 updates the Board on still working on Munis payroll.

Martee Neimann-Graham also updates the Board on this.

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

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

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

Supervisor Engel asked Rob Thorman to comment regarding item B.4.

A. ENVIRONMENTAL HEALTH DEPARTMENT

- 1) Approve and authorize Chair to ratify and sign Fourth Amendment to agreement between Plumas County Department of Environmental Health and the California Association of Environmental Health Administrators (CAEHA) extending the term to June 30, 2025; (No General Fund Impact) no further impact; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2025; not to exceed \$15,000 (No General Fund Impact); Road Funds; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2025; not to exceed \$700,000.00; (No General Fund Impact); Road Budget; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Feather River Resource Conservation District to conduct a survey to verify if the wetland delineation is still accurate or if wetland boundaries have changed ; effective November 25, 2024; not to exceed \$1,598.96; (No General Fund Impact); Road Funds; approved as to form by County Counsel.
- 4) Authorize execution of a Tree Removal Agreement between Plumas County and Arbor Pros, LLC for the removal of 3 trees within County maintained right-of-way, in the lump sum amount of \$18,800; No General Fund impact; Road Funds; approved as to form by County Counsel.

C. SOLID WASTE

- 1) Approve and authorize Chair to sign an agreement between Plumas County and ABS Builders Inc, for repairs to the East Quincy Transfer Station; effective December 3, 2024; not to exceed \$48,300.00; No General Fund Impact; Solid Waste Budget; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health psychiatric inpatient hospital, effective July 1, 2024; not to exceed \$120,000.00 (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Partnership HealthPlan of California; effective last date of signature; (No General Fund Impact) no funding in this MOU approved as to form by County Counsel.
- 3) Approve and authorize Behavioral Health to recruit and fill (2) two extra-help BH Support Services Technicians; (No General Fund Impact) Dept 70571 MHSA

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 FLOOD CONTROL AND CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign amendment no. 21 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Contract Extension Amendment; (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 = 4).

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

Rob Thorman presents

C. ADJOURN AS FLOOD CONTROL AND CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. FACILITY SERVICES - Nick Collin

- 1) Adopt **RESOLUTION** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8972** Declaring items possessed by various departments of Plumas County are surplus and to authorize the auction of said items; Potential positive 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 = 4).

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

Nick Collin presents

CAO Lucero comments

Supervisor McGowan comments

- 2) Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

FIRST MOTION WAS TO APPROVE WITH SUPERVISOR ENGEL VOTING NO; THIS ITEM NEEDED A 4/5 VOTE TO PASS; SUPERVISOR MCGOWAN MADE A SECOND MOTION TO TABLE THIS ITEM UNTIL DECEMBER 17, 2024, WHICH WAS PASSED 4/0.

Nick Collin presents

CAO Lucero comments

Supervisor McGowan comments

Dan Kearns comments

Clint Koble comments

- 3) Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

B. OFFICE OF EMERGENCY SERVICES - Travis Goings

- 1) Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of \$7,000 from Fund Balance 0022 to 2002252/52170 Misc Expense to cover the costs of Emergency operations costs related to the Gold Complex Fire; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Travis Goings presents

CAO Lucero comments

C. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed \$14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Gott Powersports for the fixed asset purchase of one snowmobile; total not to exceed \$14,500; (No General Fund Impact) Title III Funds 70331-542600; approved as to form by County Counsel; 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 = 4).

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

Chad Hermann presents

Clint Koble comments

Supervisor McGowan comments

D. PLANNING - Tracey Ferguson

- 1) Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; discussion and possible action.

Motion: Plumas National Forest Draft Decision Notice/Finding of No Significant Impact (DN/FONSI) Selecting Alternative 4 in the October 2024 Environmental Assessment (EA) for the Community Protection - Central and West Slope Project; 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 = 4).

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

******Motion to draft a letter, and Supervisor Goss to assist with the letter******

Tracey Ferguson presents

Josh Hart comments via Zoom

Clint Koble comments

Rick Foster comments

Dan Kearns comments

CAO Lucero comments

Supervisor McGowan comments

Supervisor Goss comments

Supervisor Engel comments

Linda Judge comments

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided

B. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Office and California Emerging Technology Fund (CETF) for CETF to provide \$1,000 and \$20,000 (for a total of \$21,000) to support Plumas County's participation in the Best Practices Check List Project Learning Community in FY 25; effective December 10, 2024; No General Fund Impact; as approved 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 = 4).

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

Zach Gately presents

Linda M. comments

Supervisor Engel comments

Rick Foster comments

6. BOARD OF SUPERVISORS

A. PLUMAS COUNTY TOURISM - Sharon Roberts

1) Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process.

Motion: TABLE THIS ITEM UNTIL DECEMBER 17, 2024, IF NEEDED. Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Plumas County Tourism will also share a quick update on the renewal process., **Action:** Approve, **Moved by** None, **Seconded by** None.

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

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

Sharon Roberts presents <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18586>

Martee Nieman-Graham comments

Supervisor Engel comments

Supervisor McGowan comments

CAO Lucero comments

Public Comments regarding bathrooms to be installed on downtown Main Street, Quincy

Jane Braxton-Little comments

Rick Foster comments

B. BEHAVIORAL HEALTH COMMISSION - Kevin Goss

- 1) Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action.

Motion: Approve the CBHPC 2024 Data Notebook for California Behavioral Health Boards and Commissions; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Supervisor Goss presents

C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on January 14, 2025; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on January 14, 2025; 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 = 4).

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

D. 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 January 14, 2025; 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 January 14, 2025; 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 = 4).

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

E. APPOINTMENTS

- 1) Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Motion: APPOINT BRANDON SMITH, AND TABLE DESMOND WAELDER, DILLON PARKER UNTIL DECEMBER 17, 2024, Appoint Desmond Waelder, Dillon Parker, and Brandon Smith to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; 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 = 4).

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

F. CORRESPONDENCE

Supervisor Goss received correspondence regarding HR 5863, property tax valuations

Supervisor Engel received correspondence regarding property tax valuations.

Supervisor McGowan received correspondence regarding property tax valuations.

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

Reported by Supervisor McGowan regarding matters related to County Government and included meeting with Rob Robinette, and Rob Thorman in Chester regarding ground water.

Reported by Supervisor Goss regarding matters related to County Government and included being in Washington DC for HR 5863, CSAC Conference, NORCal EMS Board Meeting, BH Commission meeting, heading to RCRC after meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending meetings with the wolves specialists.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director
- B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Behavioral Health Director
- C. Personnel: Public Employee Performance Evaluation - Child Support Services Director (Board Only)
- D. 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

E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Vice-Chair Ceresola reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, December 17, 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 DECEMBER 17, 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

Pastor George led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 5.E.1 (Desmond Waelder), Item 6. A, B, and D, be removed from the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George offered a short prayer

Linda Judge presented an Open Letter to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18605>

Janet Crane presented a handout to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18604>

Linda Margaretic presented a handout to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18603>

Ava Hagwood called in via Zoom to wish her father (Chair Greg Hagwood) a happy retirement.

Clint Koble comments regarding Chair Hagwood's retirement

Debra makes comments regarding free green waste dump sites in Plumas County

Jackie McLaughlin comments regarding wildfires.

Bjorn Anderson comments regarding the property tax increases

Supervisor-Elect Hall wishes Chair Hagwood a happy retirement.

Anita from Small Business Disaster Team introduces herself and her team, and updates the Board on the services that her office offers.

Dan Kearns comments regarding spending monies on consultants

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile updates the Board on a recent security event that happened in her office, and she thanks all that were involved in making sure her staff were safe.

Sheriff Johns honors Carson Wingfield on his retirement with a plaque, and thanks Chair Hagwood on his retirement.

Willow Vierra introduces their new inspector, and provides a handout to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18602>

Tracey Ferguson's comments regarding the letter to Plumas National Forest that was filed last week.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Tracey Ferguson makes a mention of the Dixie Fire Collaborative is meeting at the High School Library in Greenville at 12/21/2024.11am-1pm.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble provides a handout to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18601>

C. US FOREST SERVICE

Report and update.

Kaitlyn from the Forest Services introduces herself to the Board.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updates the Board on an unexpected crash on the parallels that happened last week. Employees are working hard to correct issues.

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 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.

Chair Hagwood noted that Item 2.H.1 read as follows: "Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant 1.0 FTE Licensed Vocational Nurse I/II, Registered Nurse I/II, Psychiatric Nurse I/II due to resignation, (No General Fund Impact) Mental Health Funds.

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Anna Hanlon, RDH to provide licensed dental screenings and oral health education at County Schools, Preschools and the community; effective July 1, 2024; not to exceed \$12,000.00; (No General Fund Impact) (Oral Health); approved as to form by County Counsel.

- 2) Adopt **RESOLUTION** to accept amended Grant Agreement Number 22-11321, A1 from the California Department of Public Health (CDPH), California Public Health Workforce Career Ladder Education and Development Program; (No General Fund Impact) (Career Ladder); approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8973**](#) to accept amended Grant Agreement Number 22-11321, A1 from the California Department of Public Health (CDPH), California Public Health Workforce Career Ladder Education and Development Program; (No General Fund Impact) (Career Ladder); 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.

B. COUNTY RECORDER/REGISTRAR OF VOTERS

- 1) Adopt the HAVA Agreement Resolution No. 2019-8370, as presented, to certify the approval of the application prior to submission to the Secretary of State for HAVA funds.

C. PUBLIC WORKS/ROAD

- 1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Greenville Maintenance District.

- 2) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

- 3) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Welder position in the Quincy Maintenance Shop.

- 4) Approve and authorize Chair to sign amendment number 4 to agreement between Plumas County Public Works and MGE Engineering, Inc. for a traffic study at Court Street, not to exceed \$34,786.41; (No General Fund Impact). Approved as to form by County Counsel.

D. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an Purchase agreement between Plumas County Department of Social Services and HP INC for the purchase of Computers, Monitors, and Printers; effective November 11, 2024; not to exceed \$51,987.28; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an Purchase agreement between Plumas County Department of Social Services and CWD-G for the purchase of Scanners; effective November 5, 2024; not to exceed \$8,339.94; (No General Fund Impact) Funds to support this agreement include federal and state funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and UC Davis to develop Policy and Procedure documents; effective July 1, 2024; not to exceed \$ 49,986.00; (No General Fund Impact) Realignment funds; approved as to form by County Counsel.

E. AUDITOR-CONTROLLER

- 1) Approve and authorize Chair to sign amendment No. Three to the agreement between Plumas County Auditor Controller and Rodney Craig Goodman Jr., CPA for contract extension; (No General Fund Impact) no monetary changes; approved as to form by County Counsel; discussion and possible action.

F. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi Tech Frame & Finish, to provide general automotive body repair services as needed; effective February 1, 2025; not to exceed \$60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

G. PLANNING

- 1) Approve REFUND in the amount of \$989.00 to Anthony and Brandi Ruiz for a portion of the application fee of a denied Lot Line Adjustment; FY24/25 Department Budgets: \$121.00 refund from Environmental Health (Org 2055045 / Object 45160) and \$868.00 refund from Engineering (Org 2021045 / Object 45060).

- 2) Approve REFUND in the amount of \$359.00 to Indian Valley Christian Fellowship for a portion of the application fee of a withdrawn Special Use Permit; FY24/25 Department Budget: \$359.00 refund from Planning (Org 2049041 / Object 41030).
- 3) Approve REFUND in the amount of \$1,020.00 to WF Land Investments, LLC for a portion of the application fee of a withdrawn Special Use Permit and Campground Permit; FY24/25 Department Budgets: \$392.00 refund from Planning (Org 2049041 / Object 41030), \$95.00 refund from Environmental Health (Org 2055045 / Object 45160), \$345.00 refund from Public Works (Org 2052145 / Object 45009), and \$188.00 refund from Engineering (Org 2021045 / Object 45060).

H. BEHAVIORAL HEALTH

- 1) Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Nurse due to resignation; (No General Fund Impact) Mental Health Funds.

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS - Rob Thorman

- 1) Approve and authorize Chair to ratify and sign a revised agreement between Plumas County Public Works and Tec Equipment, Inc.; effective September 1, 2024; not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00); (No General Fund Impact); not approved by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign a revised agreement between Plumas County Public Works and Tec Equipment, Inc.; effective September 1, 2024; not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00); (No General Fund Impact); not approved 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.

Rob Thorman presents

Supervisor McGowan comments

Jackie McLaughlin comments

County Counsel comments

B. FACILITIES SERVICES & AIRPORTS - Nick Collin

- 1) **CONTINUED FROM DECEMBER 10, 2024;** Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: CONTINUED FROM DECEMBER 10, 2024: Approve and authorize supplemental budget transfer of \$1,000,000 from 0096E 20142/48000 (Transfer-In), and \$1,450,000 from 0096E 20142/49002 (Proceeds from Loan) to #0096E 29142/540110 \$2,400,000 (Capitol Improvements), and 0096E 29142/58000 \$49,391.00 (Transfer out) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** None, **Seconded by** None.

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.

CAO Lucero presents

- 2) **CONTINUED FROM DECEMBER 10, 2024:** Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: CONTINUED FROM DECEMBER 10, 2024: Approve and authorize supplemental budget transfer of \$49,131 from 0096E 20143/48000 (Transfer-In), and \$8,460,000 from 0096E 20143/49002 (Proceeds from Loan) to #0096E 29143/540110 \$8,353,632 (Capitol Improvements), and 0096E 29143/5245706 \$155,754 (Cost of Issuance) to cover the un-budgeted items due to the timing as to when the project and financing was finalized; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **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.

CAO Lucero presents

District Attorney Hollister comments

Chair Hagwood comments

Supervisor Engel comments

Supervisor McGowan comments

Rick Foster comments

Debra comments

Dan Kearns comments

Lindsay Shaw comments via Zoom

Jackie McLaughlin comments

Mike Gardner comments

Supervisor-Elect Mimi Hall comments via Zoom

Linda Judge comments

C. HUMAN RESOURCES/RISK MANAGEMENT - Debra Lucero, Travis Goings

- 1) Adopt **RESOLUTION** Amending Resolution No. 2024-8965 of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss (Per Government Code Section 21156); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 24-8974**](#) Amending Resolution No. 2024-8965 of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Jesse W. Leiss (Per Government Code Section 21156); (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.

Josh Mizrahi presents via Zoom

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero informs the Board that her update will be in January.

B. Adopt [RESOLUTION**](#) to update the budget of the American Rescue Plan Act for Technology and Economic Development Business Support and**

Approve and authorize supplemental budget transfer of \$225,000 from ARPA Transfer-Out 2000358 - 58000 to Miscellaneous Expense 2000352 – 52170 to cover the over-budget costs associated with this resolution; approved by Auditor/Controller; No General Fund Impact; approved as to form by County Counsel; discussion, staff direction, and possible action. **Four/Fifths roll call vote.**

Motion: Adopt [**RESOLUTION No. 24-8977**](#) to update the budget of the American Rescue Plan Act for Technology and Economic Development Business Support and

Approve and authorize supplemental budget transfer of \$225,000 from ARPA Transfer-Out 2000358 - 58000 to Miscellaneous Expense 2000352 – 52170 to cover the over-budget costs associated with this resolution; approved by Auditor/Controller; No General Fund Impact; approved as to form by County Counsel; discussion, staff direction, and possible action. **Four/Fifths 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.

Zach Gately presents

Mark P. comments and reads a letter to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18610>

CAO Lucero comments

Debra comments

Supervisor McGowan comments

C. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Innovation Hub; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Innovation Hub; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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.

Zach Gately presents

D. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Indian Valley Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.

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

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

Zach Gately presents

Supervisor Goss recuses himself

E. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Lake Almanor Area Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Lake Almanor Area Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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.

Zach Gately presents

F. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Quincy Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Quincy Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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.

Zach Gately presents

G. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Eastern Plumas Chamber of Commerce, DBA The Lost Sierra Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Eastern Plumas Chamber of Commerce, DBA The Lost Sierra Chamber of Commerce; effective Dec 17, 2024 through December 31, 2026; not to exceed \$45,000; (No General Fund Impact); ARPA Funds; approved as to form by County Counsel; discussion, staff direction, 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.

Zach Gately presents

Jane Braxton-Little comments

H. Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Plumas County Library and

Approve and authorize supplemental budget transfer(s) of \$46,876.86 from Transfer – Out 2000358 – 58000 to TSF IN – ARPA Funds 2067048 – 48021; and of \$8,890 from TSF IN – ARPA Funds 2067048 – 48021 to Program Subscriptions 2067052-523712 and of \$37,977.86 from TSF IN – ARPA Funds 2067048 – 48021 to Computer 2067052-529500 to cover activities under resolution in item 4.B; approved by Auditor/Controller; effective Dec 17, 2024 through December 31, 2026; not to exceed \$46,876.86; No General Fund Impact - ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County County Administrative Officer and Plumas County Library and

Approve and authorize supplemental budget transfer(s) of \$46,876.86 from Transfer – Out 2000358 – 58000 to TSF IN – ARPA Funds 2067048 – 48021; and of \$8,890 from TSF IN – ARPA Funds 2067048 – 48021 to Program Subscriptions 2067052-523712 and of \$37,977.86 from TSF IN – ARPA Funds 2067048 – 48021 to Computer 2067052-529500 to cover activities under resolution in item 4.B; approved by Auditor/Controller; effective Dec 17, 2024 through December 31, 2026; not to exceed \$46,876.86; No General Fund Impact - ARPA Funds; approved as to form by County Counsel; discussion, staff direction, and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **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.

Zach Gately presents

*****CHAIR HAGWOOD REQUESTS A SHORT BREAK*****

5. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign an agreement with Municipal Resource Group LLC (MRG) and the County of Plumas to provide professional consulting services, specifically around the review, development and facilitation of a Request for Proposal process for solicitation to provide outside legal counsel, as well as facilitate the process for selection. The project fee for this engagement is up to 50 hours of professional consulting services invoiced at \$260 per hour, up to \$13,000, in the attached Scope of Work, effective December 17, 2024; (General Fund Impact). This is an un-budgeted item; funds for this contract will be paid out of 2003052/521900 (CAO Professional Services) **Four/Fifths Roll call vote**

THIS ITEM WAS TABLED UNTIL A LATER DATE AT THE REQUEST OF THE CHAIR Motion:

Approve and authorize Chair to sign an agreement with Municipal Resource Group LLC (MRG) and the County of Plumas to provide professional consulting services, specifically around the review, development and facilitation of a Request for Proposal process for solicitation to provide outside legal counsel, as well as facilitate the process for selection. The project fee for this engagement is up to 50 hours of professional consulting services invoiced at \$260 per hour, up to \$13,000, in the attached Scope of Work, effective December 17, 2024; (General Fund Impact). This is an un-budgeted item; funds for this contract will be paid out of 2003052/521900 (CAO Professional Services) Four/Fifths Roll call vote, Action: Approve, Moved by Supervisor - District 4 Hagwood, Seconded by Supervisor - District 2 Goss.

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

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

B. Adopt **RESOLUTION** pertaining to Tax Revenue Exchange between The County of Plumas and the Peninsula Fire Protection District in Plumas County for the Annexation of the Territory within Chester Public Utility District in Plumas County and Divestiture of Fire and Emergency Services by Chester Public Utility in Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8976** pertaining to Tax Revenue Exchange between The County of Plumas and the Peninsula Fire Protection District in Plumas County for the Annexation of the Territory within Chester Public Utility District in Plumas County and Divestiture of Fire and Emergency Services by Chester Public Utility in Plumas County; (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.

C. Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed \$1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Pre-Development and Construction Agreement between Plumas County and Indian Valley Community Services District for the Indian Valley Public Safety Center (Project) located at 19646 Highway 89 (APN 110-330-007-000); effective Dec 17, 2024, through the issuance of the Project certificate of occupancy or December 31, 2026, whichever is sooner; not to exceed \$1,500,000; No General Fund Impact; funded by the 2021 Dixie Fire Trindel insurance disbursement held in trust by the County of Plumas; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Tracey Ferguson presents

Chair Hagwood comments

Sheriff Johns comments

Adam Cox comments via Zoom

Supervisor Goss comments

Debra comments from the audience

Chief Orange comments

Jackie McLaughlin comments
CAO Lucero comments

D. **FURTHER DISCUSSION CONTINUED FROM NOVEMBER 5, 2024**, Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote**

Motion: **FURTHER DISCUSSION CONTINUED FROM NOVEMBER 5, 2024**, Funding request from the Indian Valley Community Services District (IVCSD) for the Indian Valley Town Hall Project; discussion and possible action; **Four/Fifths Roll Call Vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Debra makes a comment for Supervisor Goss to recuse himself, County Counsel sees no conflict with Supervisor Goss voting on this item.

Chair Hagwood comments

Sheriff Johns comments

Adam Cox comments via Zoom

Caller viz Zoom

****THIS ITEM WILL BE TABLED FOR A LATER DATE****

E. APPOINTMENTS

1) **CONTINUED FROM DECEMBER 10, 2024:** Appoint Desmond Waelder, and Dillon Parker to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Motion: **CONTINUED FROM DECEMBER 10, 2024:** Appoint Desmond Waelder, and Dillon Parker to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; 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.

Mr. Desmond Waelder name will be pulled from this item.

2) Appoint Ashliegh Boyd and Liberty Gott to the Plumas County Behavioral Health Commission for a three-year term beginning December 17, 2024; discussion and possible action.

Motion: Appoint Ashliegh Boyd and Liberty Gott to the Plumas County Behavioral Health Commission for a three-year term beginning December 17, 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.

F. CORRESPONDENCE

Correspondence will be taken up in item 5.G.

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

Supervisor McGowan reported on Mr. Fosters concerns creating policies and updating quarterly reports.

Supervisor Goss is leaving after the meeting for RCRC in Sacramento
Chair Hagwood attended the Transportation Committee meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

******ALL CLOSED SESSIONS ITEMS WILL BE PULLED FROM THIS AGENDA******

- A. Personnel: Public Employee Performance Evaluation - Child Support Services Director
- B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Child Support Services 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)(1) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

No items were discussed during Closed Session

7. ADJOURNMENT

Adjourned meeting to Tuesday, January 7, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize the Chair to sign a certification statement from the California Department of Health Care Services for Children in Foster Care; approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the board approve and direct the Chair to sign the required certification statement for the California Department of Health Care Services Children in Foster Care Program on behalf of Plumas County.

Background and Discussion:

As the Board is aware, the Plumas County Public Health Agency delivers various clinical and health education programs for Plumas County residents on behalf of several state and federal agencies. The agency receives funds from the California Department of Health Care Services to administer the Health Care Program for Children in Foster Care. To receive these funds, the Public Health Agency and Plumas County must certify that we will adhere to the mandated requirements and scope of work for the program. Among other requirements, for the Health Care Program for Children in Foster Care, we are mandated to monitor and assist Child Protective Services in the medical and educational care of foster children.

Action:

Approve and authorize the Chair to sign a certification statement from the California Department of Health Care Services for Children in Foster Care; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (None)

Attachments:

1. 4542 certification FINAL
2. 4542 HCPCFC Budget Workbook FINAL
3. 4542 HCPCFC-Allocation-FY24-25 FINAL (1)



Health Care Program for Children in Foster Care

Certification Statement	County/City: Plumas	Fiscal Year: 2024-25
<p>I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the HCPCFC Program Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.</p>		

Tina Venable	Signature	Date
HCPCFC/County Authorized Representative		

Local Governing Body Chairperson Name,	Signature	Date
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Health Care Program for Children in Foster Care

Agency Information		County/City: Plumas	Fiscal Year: 2024-25
Street Address:	270 County Hospital Road	Health Officer Name:	Mark Satterfield
City:	Quincy	HCPCFC Central Email	terrismith@countyofplumas.com
Zip Code:	95971	Address:	
Authorized HCPCFC Representative		Director of Social Services Agency	
Name, Title: Tina Venable		Name: Laura Atkins	
Phone: 530 283 6346		Phone: 530 283 6350	
Email: tinavenable@countyofplumas.com		Email: lauraatkins@countyofplumas.com	
Clerk of the Board of Supervisors		Chief Probation Officer	
Name: Allen Hiskey		Name: Keevin Allred	
Phone: 530 283 6170		Phone: 530 283 6200	
Email: pcbs@countyofplumas.com		Email: keevinalred@countyofplumas.com	

List All HCPCFC Program Staff

	Name:	Title:	Support Staff	PHN	Email:
1	Terri Smith	PHN III	No	Yes	terrismith@countyofplumas.com
2	Tina Venable	Director of Nursing	No	Yes	tinavenable@countyofplumas.com
3					
4					
5					
6					
7					
8					
9					
10					

View additional rows by selecting the "+" to the left.



Health Care Program for Children in Foster Care

Certification Statement	County/City: Plumas	Fiscal Year: 2024-25
<p>I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the HCPCFC Program Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.</p>		

Tina Venable

HCPCFC/County Authorized Representative

Signature

Date

Local Governing Body Chairperson Name,

Signature

Date

Health Care Program for Children in Foster Care

Base Budget Worksheet					County/City Name: Plumas		Fiscal Year: 2024-25			
Column			1A	1B	1	2A	2	3A	3	
I. Personnel Expenses			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non- Enhanced FTE %	Non- Enhanced Total	
#	Name	Title								
1	Terri Smith	PHN III	No	Yes	9%	\$121,811	\$10,963	100%	\$10,963	
2	Tina Venable	Director of Nursing	No	Yes	2%	\$185,024	\$3,700	100%	\$3,700	
3 0	0	0	0	0	0.0%	\$0	\$0	0%	\$0	
4 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
5 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
6 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
7 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
8 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
9 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
10 0	0	0	0	0	0%	\$0	\$0	0%	\$0	
View additional rows by selecting the "+" to the left.										
Total Net Salaries and Wages					\$14,663		\$14,663		\$0	
Staff Benefits (Specify %)			0%		\$0		\$0		\$0	
I. Total Personnel Expenses					\$14,663		\$14,663		\$0	
II. Total Operating Expenses (List in Narrative)					\$150		\$0		\$150	
III. Total Capital Expenses (List in Narrative)					\$0				\$0	
IV. Indirect Expenses (List in Narrative)										
1.	Internal (Specify %)	20%			\$2,541				\$2,541	
2.	External (Specify %)	0%			\$0				\$0	
IV. Total Indirect Expenses (List in Narrative)					\$2,541				\$2,541	
V. Total Other Expenses (List in Narrative)					\$0				\$0	
					Budget Grand Total	\$17,354		\$14,663		\$2,691

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Tina Venable	
Authorized HCPCFC Signor Name, Title	Signature

Health Care Program for Children in Foster Care

Base Budget Narrative		County/City Name:	Fiscal Year:
		Plumas	2024-25
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
Travel, including local and regional meetings, vehicle use, and meals			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	Program share of internal overhead costs based on the Public Health Agency's internal cost plan.		
External:			
V. Other Expenses Identify and Explain All Other Expense Line Items			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Tina Venable	
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Authorized HCPCFC Signor Name, Title

Signature

Date

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet							County/City Name: Plumas		Fiscal Year: 2024-25	
Column				1A	1B	1	2A	2	3A	3
I. Personnel Expenses				Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non- Enhanced FTE %	Non- Enhanced Total
#	Name	Title	DSS							
1	Terri Smith	PHN III	No	Yes	0%	\$0	\$0	\$0	100%	\$0
2	Tina Venable	Director of Nursing	No	Yes	0%	\$0	\$0	\$0	100%	\$0
3	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
4	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
5	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	\$0	100%	\$0
View additional rows by selecting the "+" to the left.										
Total Net Salaries and Wages						\$0		\$0		\$0
Staff Benefits (Specify %)				0%		\$0		\$0		\$0
I. Total Personnel Expenses						\$0		\$0		\$0
II. Total Operating Expenses (List in Narrative)						\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)						\$0				\$0
IV. Indirect Expenses (List in Narrative)										
1.	Internal (Specify %)		0%			\$0				\$0
2.	External (Specify %)		0%			\$0				\$0
IV. Total Indirect Expenses (List in Narrative)						\$0				\$0
V. Total Other Expenses (List in Narrative)						\$0		\$0		\$0
Budget Grand Total							\$0		\$0	

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Tina Venable

Authorized HCPCFC Signor Name, Title

Signature

Date

JULY 1, 2024

HCPCFC PROGRAM LETTER: 24-01

TO: HEALTHCARE PROGRAM FOR CHILDREN IN FOSTER CARE
ADMINISTRATORS, MEDICAL CONSULTANTS, AND DEPARTMENT
OF HEALTH CARE SERVICES STAFF

SUBJECT: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE FISCAL
YEAR 2024-2025 ALLOCATION

The purpose of this letter is to provide Health Care Programs for Children in Foster Care (HCPCFC) with their Fiscal Year (FY) 2024-2025 allocation.

This letter serves as each local program's approved state HCPCFC budget and enables each local program to use this letter to develop its budget. Budget approval letters will not be issued. Detailed budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFGs), until the Department of Health Care Services (DHCS) releases the HCPCFC Financial Policy and Procedure.

Acceptance of funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HCPCFC program and adhere to all applicable policies and procedures set forth by the California Department of Social Services (CDSS) and DHCS. Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HCPCFC program audit exception, are the exclusive and sole responsibility of each local program.

Each local program remains responsible for overseeing and tracking its expenditures. An audit file must be maintained. At a minimum this audit file should include:

- » Documentation of required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
- » Documentation in support of claimed expenditures.

- » Documentation to demonstrate compliance with all federal and state requirements pertaining to the HCPCFC program, and adherence to all applicable policies and procedures set forth by the CDSS and the DHCS.

Counties should maintain and be prepared to produce the audit file to State and Federal entities within seven (7) calendar days of a request.

Budget Reporting Instructions

- » Utilize the HCPCFC Budget Workbook.
Budget workbooks may be found in the Templates section of the ISCD Budget Portal¹ and by requested to HCPCFC@dhcs.ca.gov. Questions regarding the ISCD Budget Portal may be directed to ISCDfiscal@dhcs.ca.gov.
- » Sign electronically using Adobe Acrobat Pro DC Self-signed with Digital ID² function or DocuSign.³
If access to either of these options is not available, scanned signature will be accepted, with the original kept in the local audit file. Electronic signature will be required in FY 2024-25.
- » Submit electronically to the ISCD Budget Portal.
- » Submit only two documents to the ISCD Budget Portal:
 - o One Excel version of the HCPCFC Budget Workbook
and
 - o One signed PDF version of the HCPCFC Budget Workbook
- » Submit only the information requested in the HCPCFC Budget Workbook. Be prepared to provide ISCD with additional documentation to demonstrate compliance with program requirements, upon request.
- » Submit by September 15, 2024.
If all necessary signatures cannot be obtained by this date, submit completed excel workbooks by the deadline and contact HCPCFC@dhcs.ca.gov to request an extension for submission of required signatures.

1 [ISCD Budget Portal](#)

2 [Manage Digital IDS in Adobe](#)

3 [DocuSign, How to Sign a Document](#)

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Questions regarding the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to the central program inbox: HCPCFC@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY CORTNEY MASLYN

Cortney Maslyn, Chief
Integrated Systems of Care Division
Department of Health Care Services

Attachments:

1. FY 2024-2025 HCPCFC Allocation Tables
 - A. Base Allocation
 - B. Psychotropic Medication Monitoring & Oversight
 - C. Caseload Relief
 - D. Administrative Allocation

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$182,045	\$546,134	\$728,179
Alpine	\$3,000	\$9,000	\$12,000
Amador	\$8,677	\$26,031	\$34,708
Butte	\$68,375	\$205,126	\$273,501
Calaveras	\$12,148	\$36,444	\$48,592
Colusa	\$5,900	\$17,701	\$23,602
Contra Costa	\$100,307	\$300,921	\$401,227
Del Norte	\$16,313	\$48,939	\$65,252
El Dorado	\$21,346	\$64,037	\$85,382
Fresno	\$396,195	\$1,188,584	\$1,584,779
Glenn	\$8,330	\$24,990	\$33,320
Humboldt	\$51,889	\$155,667	\$207,555
Imperial	\$47,724	\$143,172	\$190,895
Inyo	\$3,000	\$9,000	\$12,000
Kern	\$312,027	\$936,082	\$1,248,109
Kings	\$58,657	\$175,971	\$234,628
Lake	\$14,230	\$42,691	\$56,922
Lassen	\$9,371	\$28,114	\$37,485
Los Angeles	\$2,879,918	\$8,639,753	\$11,519,671
Madera	\$39,220	\$117,661	\$156,881
Marin	\$15,619	\$46,856	\$62,475
Mariposa	\$3,000	\$9,000	\$12,000
Mendocino	\$39,047	\$117,140	\$156,187
Merced	\$106,901	\$320,704	\$427,606
Modoc	\$2,950	\$8,851	\$11,801
Mono	\$3,000	\$9,000	\$12,000
Monterey	\$32,626	\$97,877	\$130,503
Napa	\$14,751	\$44,253	\$59,004
Nevada	\$7,636	\$22,907	\$30,543
Orange	\$409,384	\$1,228,152	\$1,637,536
Placer	\$27,940	\$83,820	\$111,761
Plumas	\$4,339	\$13,016	\$17,354
Riverside	\$570,951	\$1,712,853	\$2,283,803
Sacramento	\$236,363	\$709,090	\$945,453
San Benito	\$5,033	\$15,098	\$20,131
San Bernardino	\$880,549	\$2,641,646	\$3,522,194

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
San Diego	\$320,878	\$962,634	\$1,283,511
San Francisco	\$113,670	\$341,009	\$454,678
San Joaquin	\$214,150	\$642,450	\$856,600
San Luis Obispo	\$47,550	\$142,651	\$190,201
San Mateo	\$21,346	\$64,037	\$85,382
Santa Barbara	\$68,375	\$205,126	\$273,501
Santa Clara	\$81,391	\$244,173	\$325,563
Santa Cruz	\$24,990	\$74,970	\$99,960
Shasta	\$69,764	\$209,291	\$279,054
Sierra	\$3,000	\$9,000	\$12,000
Siskiyou	\$13,189	\$39,567	\$52,757
Solano	\$58,136	\$174,409	\$232,545
Sonoma	\$81,738	\$245,214	\$326,952
Stanislaus	\$92,150	\$276,451	\$368,602
Sutter	\$14,751	\$44,253	\$59,004
Tehama	\$21,172	\$63,516	\$84,688
Trinity	\$3,644	\$10,933	\$14,577
Tulare	\$153,411	\$460,232	\$613,642
Tuolumne	\$11,974	\$35,923	\$47,897
Ventura	\$74,796	\$224,389	\$299,185
Yolo	\$45,641	\$136,924	\$182,565
Yuba	\$29,849	\$89,547	\$119,396
City of Berkeley	\$6,247	\$18,742	\$24,990
Total	\$8,170,573	\$24,511,719	\$32,682,292

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1B:
Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$40,795	\$122,386	\$163,181
Alpine	\$3,659	\$10,975	\$14,634
Amador	\$3,659	\$10,975	\$14,634
Butte	\$18,293	\$54,878	\$73,171
Calaveras	\$3,659	\$10,975	\$14,634
Colusa	\$3,659	\$10,975	\$14,634
Contra Costa	\$36,585	\$109,756	\$146,341
Del Norte	\$3,659	\$10,975	\$14,634
El Dorado	\$10,976	\$32,926	\$43,902
Fresno	\$54,878	\$164,634	\$219,512
Glenn	\$3,659	\$10,975	\$14,634
Humboldt	\$7,317	\$21,951	\$29,268
Imperial	\$14,634	\$43,903	\$58,537
Inyo	\$3,659	\$10,975	\$14,634
Kern	\$40,244	\$120,732	\$160,976
Kings	\$7,317	\$21,951	\$29,268
Lake	\$7,317	\$21,951	\$29,268
Lassen	\$3,659	\$10,975	\$14,634
Los Angeles	\$526,829	\$1,580,488	\$2,107,317
Madera	\$3,659	\$10,975	\$14,634
Marin	\$3,659	\$10,975	\$14,634
Mariposa	\$3,659	\$10,975	\$14,634
Mendocino	\$10,976	\$32,926	\$43,902
Merced	\$10,976	\$32,926	\$43,902
Modoc	\$3,659	\$10,975	\$14,634
Mono	\$3,659	\$10,975	\$14,634
Monterey	\$14,634	\$43,903	\$58,537
Napa	\$3,659	\$10,975	\$14,634
Nevada	\$3,659	\$10,975	\$14,634
Orange	\$47,561	\$142,683	\$190,244
Placer	\$7,317	\$21,951	\$29,268
Plumas	\$3,659	\$10,975	\$14,634
Riverside	\$102,439	\$307,317	\$409,756
Sacramento	\$73,171	\$219,512	\$292,683
San Benito	\$3,659	\$10,975	\$14,634
San Bernardino	\$142,683	\$428,049	\$570,732
San Diego	\$80,488	\$241,463	\$321,951

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1B:
Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
San Francisco	\$25,610	\$76,829	\$102,439
San Joaquin	\$51,220	\$153,658	\$204,878
San Luis Obispo	\$14,634	\$43,903	\$58,537
San Mateo	\$10,976	\$32,926	\$43,902
Santa Barbara	\$14,634	\$43,903	\$58,537
Santa Clara	\$36,585	\$109,756	\$146,341
Santa Cruz	\$7,317	\$21,951	\$29,268
Shasta	\$14,634	\$43,903	\$58,537
Sierra	\$3,658	\$10,976	\$14,634
Siskiyou	\$3,658	\$10,976	\$14,634
Solano	\$10,975	\$32,927	\$43,902
Sonoma	\$18,292	\$54,879	\$73,171
Stanislaus	\$29,267	\$87,806	\$117,073
Sutter	\$7,316	\$21,952	\$29,268
Tehama	\$3,658	\$10,976	\$14,634
Trinity	\$3,658	\$10,976	\$14,634
Tulare	\$21,951	\$65,855	\$87,806
Tuolumne	\$3,658	\$10,977	\$14,635
Ventura	\$25,609	\$76,831	\$102,440
Yolo	\$14,634	\$43,904	\$58,538
Yuba	\$7,316	\$21,953	\$29,269
City of Berkeley	\$3,107	\$9,322	\$12,429
Total	\$1,650,000	\$4,950,000	\$6,600,000

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$97,126	\$291,374	\$388,500
Alpine	\$0	\$0	\$0
Amador	\$3,996	\$11,989	\$15,985
Butte	\$36,351	\$109,051	\$145,402
Calaveras	\$5,836	\$17,509	\$23,345
Colusa	\$3,172	\$9,516	\$12,688
Contra Costa	\$67,880	\$203,639	\$271,519
Del Norte	\$4,821	\$14,464	\$19,285
El Dorado	\$19,095	\$57,285	\$76,380
Fresno	\$133,095	\$399,283	\$532,378
Glenn	\$5,075	\$15,226	\$20,301
Humboldt	\$23,346	\$70,036	\$93,382
Imperial	\$28,611	\$85,832	\$114,443
Inyo	\$1,161	\$3,483	\$4,644
Kern	\$109,940	\$329,818	\$439,758
Kings	\$24,171	\$72,511	\$96,682
Lake	\$10,341	\$31,021	\$41,362
Lassen	\$4,314	\$12,942	\$17,256
Los Angeles	\$1,389,880	\$4,169,636	\$5,559,516
Madera	\$21,125	\$63,376	\$84,501
Marin	\$5,963	\$17,890	\$23,853
Mariposa	\$1,903	\$5,710	\$7,613
Mendocino	\$17,318	\$51,956	\$69,274
Merced	\$33,495	\$100,487	\$133,982
Modoc	\$963	\$2,889	\$3,852
Mono	\$0	\$0	\$0
Monterey	\$27,659	\$82,978	\$110,637
Napa	\$8,310	\$24,932	\$33,242
Nevada	\$3,996	\$11,989	\$15,985
Orange	\$150,604	\$451,810	\$602,414

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Placer	\$14,211	\$42,632	\$56,843
Plumas	\$3,172	\$9,516	\$12,688
Riverside	\$219,497	\$658,493	\$877,990
Sacramento	\$151,429	\$454,285	\$605,714
San Benito	\$3,679	\$11,038	\$14,717
San Bernardino	\$381,013	\$1,143,039	\$1,524,052
San Diego	\$173,441	\$520,324	\$693,765
San Francisco	\$57,856	\$173,568	\$231,424
San Joaquin	\$98,139	\$294,419	\$392,558
San Luis Obispo	\$26,328	\$78,981	\$105,309
San Mateo	\$18,206	\$54,621	\$72,827
Santa Barbara	\$28,357	\$85,071	\$113,428
Santa Clara	\$74,668	\$224,002	\$298,670
Santa Cruz	\$17,382	\$52,147	\$69,529
Shasta	\$28,166	\$84,500	\$112,666
Sierra	\$0	\$0	\$0
Siskiyou	\$6,725	\$20,174	\$26,899
Solano	\$27,469	\$82,407	\$109,876
Sonoma	\$33,433	\$100,297	\$133,730
Stanislaus	\$48,214	\$144,641	\$192,855
Sutter	\$11,102	\$33,305	\$44,407
Tehama	\$13,830	\$41,489	\$55,319
Trinity	\$3,299	\$9,896	\$13,195
Tulare	\$67,371	\$202,115	\$269,486
Tuolumne	\$6,660	\$19,983	\$26,643
Ventura	\$53,606	\$160,818	\$214,424
Yolo	\$27,216	\$81,647	\$108,863
Yuba	\$13,701	\$41,109	\$54,810
City of Berkeley	\$2,283	\$6,851	\$9,134
Total	\$3,850,000	\$11,550,000	\$15,400,000

July 1, 2024

HCPCFC PROGRAM LETTER 24-01: FISCAL YEAR 2024-2025 ALLOCATION

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Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation⁴
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$179,986	\$179,986	\$359,972
Alpine	\$136,413	\$136,413	\$272,826
Amador	\$168,230	\$168,230	\$336,459
Butte	\$160,019	\$160,019	\$320,037
Calaveras	\$148,193	\$148,193	\$296,385
Colusa	\$168,815	\$168,815	\$337,630
Contra Costa	\$230,009	\$230,009	\$460,018
Del Norte	\$128,386	\$128,386	\$256,771
El Dorado	\$160,239	\$160,239	\$320,477
Fresno	\$177,400	\$177,400	\$354,800
Glenn	\$158,434	\$158,434	\$316,868
Humboldt	\$172,319	\$172,319	\$344,637
Imperial	\$151,222	\$151,222	\$302,444
Inyo	\$166,402	\$166,402	\$332,803
Kern	\$179,074	\$179,074	\$358,147
Kings	\$139,869	\$139,869	\$279,738
Lake	\$162,061	\$162,061	\$324,121
Lassen	\$125,143	\$125,143	\$250,286
Los Angeles	\$1,703,756	\$1,703,756	\$3,407,511
Madera	\$156,683	\$156,683	\$313,366
Marin	\$181,202	\$181,202	\$362,403
Mariposa	\$174,431	\$174,431	\$348,861
Mendocino	\$150,628	\$150,628	\$301,255
Merced	\$113,628	\$113,628	\$227,256
Modoc	\$92,890	\$92,890	\$185,780
Mono	\$162,199	\$162,199	\$324,398
Monterey	\$130,724	\$130,724	\$261,448
Napa	\$206,808	\$206,808	\$413,616
Nevada	\$153,604	\$153,604	\$307,208
Orange	\$213,869	\$213,869	\$427,737

4 DHCS reallocated the CHDP Program budget county allocation starting in FY 24-25 to the HCPCFC Administrative Budget and the California Children's Services (CCS) Monitoring and Oversight. Please refer to the CCS Monitoring and Oversight Allocation Letter for state's approved budget.

Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation⁴
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Placer	\$171,635	\$171,635	\$343,270
Plumas	\$139,853	\$139,853	\$279,705
Riverside	\$294,838	\$294,838	\$589,676
Sacramento	\$198,302	\$198,302	\$396,603
San Benito	\$138,302	\$138,302	\$276,604
San Bernardino	\$391,661	\$391,661	\$783,322
San Diego	\$170,810	\$170,810	\$341,620
San Francisco	\$249,473	\$249,473	\$498,946
San Joaquin	\$171,377	\$171,377	\$342,753
San Luis Obispo	\$188,360	\$188,360	\$376,719
San Mateo	\$227,028	\$227,028	\$454,056
Santa Barbara	\$185,801	\$185,801	\$371,602
Santa Clara	\$218,296	\$218,296	\$436,592
Santa Cruz	\$176,788	\$176,788	\$353,576
Shasta	\$158,163	\$158,163	\$316,326
Sierra	\$156,591	\$156,591	\$313,182
Siskiyou	\$143,143	\$143,143	\$286,286
Solano	\$182,239	\$182,239	\$364,477
Sonoma	\$200,721	\$200,721	\$401,442
Stanislaus	\$171,030	\$171,030	\$342,060
Sutter	\$163,154	\$163,154	\$326,308
Tehama	\$202,803	\$202,803	\$405,605
Trinity	\$147,140	\$147,140	\$294,280
Tulare	\$154,549	\$154,549	\$309,098
Tuolumne	\$155,902	\$155,902	\$311,803
Ventura	\$174,044	\$174,044	\$348,088
Yolo	\$185,730	\$185,730	\$371,459
Yuba	\$193,017	\$193,017	\$386,034
City of Berkeley	\$215,125	\$215,125	\$430,250
Total	\$11,878,500	\$11,878,500	\$23,757,000

4 DHCS reallocated the CHDP Program budget county allocation starting in FY 24-25 to the HCPCFC Administrative Budget and the California Children's Services (CCS) Monitoring and Oversight. Please refer to the CCS Monitoring and Oversight Allocation Letter for state's approved budget.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Health Santa Rosa, a psychiatric hospital providing mental health treatment and stabilization 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.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Health Santa Rosa, a psychiatric hospital providing mental health treatment and stabilization 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.

Background and Discussion:

Aurora Behavioral Health Santa Rosa, is a psychiatric hospital providing mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, anxiety, bipolar disorder, and schizophrenia.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Health Santa Rosa, a psychiatric hospital providing mental health treatment and stabilization services;

Fiscal Impact:

No General Fund Impact; state and federal funds

Attachments:

1. 12192024

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Aurora Behavioral Healthcare Santa Rosa, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$100,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences on July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by for July 1, 2024, to date of Aurora Behavioral Healthcare Santa Rosa, LLC approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Continuation of Services After Termination.** Upon the request of the County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County beneficiaries who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.

_____ COUNTY INITIALS

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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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
8. **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.
9. **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.
10. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and

_____ COUNTY INITIALS

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reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

11. **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

_____ COUNTY INITIALS

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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.

12. **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.
13. **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.
14. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
15. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
16. **Choice of Law.** The laws of the State of California shall govern this agreement.

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PCBH2425AURORA

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

County:

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

Contractor:

Tristan Ivy, CEO
Aurora Behavioral Healthcare Santa Rosa LLC
1287 Fulton Rd.
Santa Rosa, CA 95401-4923

_____ COUNTY INITIALS

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS mb

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS WJ

PCBH2425AURORA

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

CONTRACTOR:

Aurora Behavioral Healthcare Santa Rosa LLC

By: 
Name: Tristan Ivy
Title: Chief Executive Officer
Date signed: 12-17-24

CONTRACTOR:

By: 
Name: Wade Sturgeon
Title: Chief Financial Officer
Date signed: 12-17-24

COUNTY:

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

By: _____
Name: Sharon Sousa
Title: Behavioral Health LMFT Director
Date signed:

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS 

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Aurora Behavioral Healthcare Santa Rosa, LLC, referred to herein as Business Associate ("BA"), dated July 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

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termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

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the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

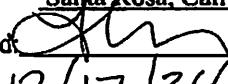
Name: Tristan Ivy
Title: Chief Executive Director
Address: 1287 Fulton Road
Santa Rosa, California 95401
Signed: 
Date: 12/17/24

EXHIBIT A - SCOPE OF WORK

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Santa Rosa Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Inpatient care provides an intensive, safe, secure and therapeutic environment for those with acute psychiatric or co-occurring mental health and substance use issues. Treatment teams provide 24 hour monitoring, treatment, and stabilization for patients.

Outpatient care helps individuals transition from the inpatient hospital setting, led by psychiatrists, nurses, therapists and service coordinators, working together providing physician oversight, medication management, group therapy, peer support, to establish a discharge plan to re-connect clients with their community provider.

Licensed Clinicians integrate evidence-based practices such as Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Eye Movement Desensitization and Reprocessing to provide modern, safe, and effective clinical care while helping clients achieve their treatment goals.

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ATTACHMENT EXHIBIT B – FEE SCHEDULE

Medi-Cal Beneficiaries

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day
Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent) \$1,769/Day
Administrative Day Services \$950/Day

County Funded Clients, Non-Medi-Cal, No Other Payer Source Available

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day
Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day
Per Diem Acute Facility Psychiatric Day Rate (Adolescent) \$1,769/Day
Administrative Day Services \$950/Day

INVOICING AND PAYMENT:

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

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or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

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

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**PLUMAS COUNTY
MUSEUM
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Paul Russell, Museum Director

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2025 to enable staff and volunteers to conduct dataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

Recommendation:

Recommended by Museum Director, PCMA Board of Trustees, and Museum Board of Directors to close January & February 2025.

Background and Discussion:

Has been approved for several past years.

Action:

Authorize and approve January & February 2025 closure of Museum

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) approved budget. Museum has already met its approved FY 24/25 admissions revenues.

Attachments:

1. Museum Close Jan - Feb 2025

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

December 18, 2024

TO: Honorable Board of Supervisors
FROM: Paul Russell, Museum Director
RE: Request to Close Museum January & February 2025

Over the past several years the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, file, catalog, accession, and otherwise take care of the numerous items in our collections. It also allows us time and space to create new displays and renovate existing ones, as well as work with collections in the upstairs and back storage areas away from the front of house of the Museum. At the same time, we will continue to fulfill numerous requests from the public, via email, phone, and often in person.

Upgrading, re-working, and installation of displays and exhibits necessitates removal of entire case contents, preparation and building of new exhibit materials - including text and photographs, actions that cannot be done when we have the public visiting the Museum. During this time, although the Museum will be closed to public visitation, we will continue to accommodate scheduled research appointments and other special requests.

It is the recommendation of the Museum Director, the Plumas County Museum Board of Trustees, and the Museum Board of Directors that the Board of Supervisors grant this request.

Any questions may be directed to Paul Russell, Museum Director, 530-283-6320 or pcmuseum@psln.com

Thank You.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; The cost is \$52,343.21. Effective November 1, 2024. No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Task Order No. 3 to the Services Agreement between the County of Plumas and Stantec Consulting Services, Inc to perform additional environmental services required by Caltrans for the Graeagle-Johnsville Road Rehabilitation Project.

Background and Discussion:

On May 14, 2024, Stantec Consulting Services, Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call environmental consulting services for County transportation improvement projects.

The Department of Public Works is actively working on the Graeagle-Johnsville Road Rehabilitation Project. The work is required to obtain archeological clearance for the project. Stantec is able to do this work, see the attached Task Order No. 3, totaling \$52,343.21.

Action:

Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; The cost is \$52,343.21. Effective November 1, 2024. No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road Budget.

Attachments:

1. Stantec-TO_3

TASK ORDER NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
for the
Graeagle-Johnsville Road Rehabilitation Project

The May 14, 2024, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), is hereby amended as follows:

Project Background

The County, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1 .82 to PM 5.1 5 in Plumas County, California. The project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The project is on lands managed by the Plumas National Forest (PNF) (PM 1.82—2.85) and Plumas-Eureka State Park (PM 2.85—5.15). The project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is approximately 39.56 acres.

Scope of Work

The Scope of Work shall consist of conducting a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans as identified in the Scope of Work, which is attached hereto as Exhibit "A".

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein by this reference. The cost is Fifty-two Thousand Three Hundred and Forty-three Dollars and Twenty-One Cents (\$52,343.21).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule

The Consultant shall complete the work, set forth above in the Project Schedule which is attached hereto as Exhibit "C".

Term

The term of this Agreement commences November 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of

____ Consultants

AH County Initials

Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

Other Contract Provisions.

All other contract provisions set forth in the May 14, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Stantec Consulting Services Inc.

By: _____
Name: Wirt Lancing
Title: Senior Principal
Date signed: _____

By: _____
Name: Mark Wuestehube
Title: Principal
Date signed: _____

COUNTY:

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

By: _____
Board of Supervisors
Date signed: _____

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Taxpayer ID Number — 1 I -21 67170

Attachments: Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C - Project Schedule

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT
Graeagle - Johnsville Road Rehabilitation Project.
Environmental Services Support
November 26, 2024

EXHIBIT A
Scope of Work

Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting environmental services support for the Graeagle - Johnsville Road Rehabilitation Project.

The County, in coordination with Caltrans and Federal Highway Administration (FHWA), proposes to rehabilitate Graeagle-Johnsville Road from post mile (PM) 1.82 to PM 5.15 in Plumas County, California. The Project is in Caltrans District 2 and the Federal Aid Number is RPSTPL-5909(116). The Project is on lands managed by the Plumas National Forest (PNF) (PM 1.82–2.85) and Plumas-Eureka State Park (PM 2.85–5.15). The Project is federally funded through the federalized State Transportation Improvement Program: Regional Improvement Program (RPSTPL), which is administered by Caltrans. The study area for the project is the area of direct impact, including plus the proposed staging areas, which is approximately 33 acres (Subject Property).

Task 1: Conduct Site Investigation

In November 2024 Stantec prepared an Initial Site Assessment which recommended additional investigation of a mine located within or near the project area to assess shallow soil for arsenic, lead, and mercury. Stantec will assist the County in a Site Investigation by completing the following:

1. **Project Management:** This task consists of project management activities such as resource management, subcontractor coordination (including contracting), quality control, accounting, administrative activities, and project scheduling and coordination (internal and with County and Caltrans staff). This task also includes pre-field activities such as preparation of a Work Plan, site-specific health and safety plan (HASP), preliminary site inspection to identify borehole locations, site markout and obtaining a one-call dig ticket. All field work will be completed under a Stantec site-specific HASP, and in accordance with HAZWOPER regulations 29 CFR, 1910.120 and following State of California Title 8, Section 5192 guidelines.
2. **Field Investigation and Laboratory Analysis:** Stantec proposes assessment of shallow soil conditions to address the findings of note identified in the ISA. At all investigation areas, boreholes will be advanced using a hand auger and soil samples will be collected into laboratory-supplied glassware. Samples will be immediately assigned a unique sample ID, logged onto a chain of custody form, and placed into a pre-chilled cooler pending transport to the analytical laboratory. Boreholes will be logged in accordance with the Unified Soil Classification System and soil classifications, sample intervals, and related observations will be recorded on borehole logs. Reusable equipment will be appropriately decontaminated between samples and boreholes will be backfilled with native materials to match existing grade.

Stantec's sampling protocol includes first the analysis of shallow samples and retaining deeper samples for potential analysis based on the data from the shallow samples. Soil chemical data will be compared to risk-



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Graeagle - Johnsville Road Rehabilitation Project – Environmental Services Support
November 26, 2024

based screening levels established by California Department of Toxic Substances Control (DTSC). If concentrations of one or more compounds exceed corresponding risk-based screening levels, the deeper soil sample from that borehole will also be analyzed to provide vertical delineation of chemical results. If field evidence of chemical impact (i.e., staining, odors, or other indicators of impact) are observed, a sample from the impacted interval will be retained for chemical analysis.

Stantec will advance 15 soil borings (see Figure 1) via hand auger to a terminal depth of 1.5 feet below ground surface (ft bgs) in the area of a slope repair, access road, and staging area. A shallow soil sample will be collected from the upper six inches and a deeper sample will be collected from 1.5 ft bgs. The deeper soil samples will be held by the analytical laboratory, and the shallow sample will be analyzed for the following compounds by the corresponding analytical method. Two shallow duplicate samples will also be analyzed.

- Arsenic, Lead, and Mercury by EPA Methods 6020 and 7471A.

3. **Reporting:** Stantec will prepare a Site Investigation report to document the sampling procedures and findings of the assessment. The report will include a detailed description of the work performed, sample locations, sampling technique employed, analytical reports, tabulated analytical results, data interpretation, and validation. A draft of the report will be provided to County for review and comment no later than three weeks after the receipt of the final laboratory analytical data. Stantec will incorporate one round of comments from County and prepare a final report. The proposal assumes effort after submittal of the report, such as an additional consultation or preparation of a revised report, if applicable, are not included in this proposal.

4. **Meeting(s):** Not applicable

5. **Assumptions:**

- Client will arrange access to the Site. If site reconnaissance is delayed or Stantec personnel have to return to the Site, additional charges may accrue.
- A Plumas County Soil Boring Permit is not required.
- Traffic control or a right of way permit is not required.
- Assume work can be completed Monday through Friday from 7am to 5pm.

Task 2: Prepare Supplemental Archaeological Information/Coordinate with Caltrans

An Archaeological Survey Report, Finding of Effect, and Historic Property Survey Report have been previously completed and approved by Caltrans. Based on the understanding that Caltrans may require additional documentation or reporting of potential cultural resources effects due to hazardous material testing in or near the



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project area of potential effects (APE), Stantec will assist the County in cultural resources Section 106 support by completing the following:

1. **Project Management:** This includes, but is not limited to, managing internal kick-off, staffing, delivery schedule, quality control reviews of deliverables, and communications and coordination with County staff.

Deliverables: Not applicable

Meeting(s): Three 1-hour meetings with the County and Caltrans

2. **Prepare Archaeological Memo and/or Supplemental Archaeological Survey Report (ASR):** Stantec will prepare a memo or report to support Section 106 findings of the additional hazardous material testing plan. The document will be prepared in a narrative format that describes the background of previous studies and the findings. An administrative draft will be submitted to the County for review. Following County review, the draft will be submitted to Caltrans for review and approval. It is assumed that a new cultural records search, Native American outreach, or testing for archaeological resources will not be required.

Deliverables: Electronic copies (Word.doc, PDF) Revised Section 106 memo or ASR

Meeting(s): Two 1-hour meetings with the County and Caltrans

Task 3: Technical Assistance

The purpose of this task item is to provide technical assistance to the County as needed. Technical assistance may include, but is not limited to, attending project meetings, responding to informational requests from Caltrans, conducting field reviews/meetings, resource monitoring during ground-disturbing activities and associated reporting, etc. Technical assistance will be provided only as requested by the County. The cost estimate for this task item assumes that technical assistance will not exceed 80 total hours of Stantec staff time and other direct costs will not exceed \$1,000.00.

Deliverables: Technical assistance as requested by the County

Meeting(s): To be determined



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

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EXHIBIT B
Fee Schedule

Tasks 1–3, as outlined in Exhibit A, will be completed on a time-and-materials basis. The total estimated cost is Fifty-Two Thousand Three Hundred Forty-Three Dollars and Twenty-One Cents (\$52,343.21). A line-item cost breakdown showing labor hours and hourly rates is provided in the attached cost spreadsheet.





Graeagle-Johnsville Road Rehabilitation Project
Cost Proposal - Labor Hour Worksheet

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EXHIBIT C
Project Schedule

Stantec will initiate work on the tasks identified in this scope of work following notice-to-proceed. Task 1 (Site Investigation) will be completed in 20 business days following the receipt of analytical data for submittal to the County to review. If comments are received, Stantec will revise the report within 2 business days for submittal to Caltrans. If Caltrans comments are received, Stantec will revise the report within 2 business days for final submittal to the County and Caltrans.

The completion schedule for Task 2 (Prepare Supplemental Archaeological Information/Coordinate with Caltrans) and Task 3 (Technical Assistance) is to be determined.



Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

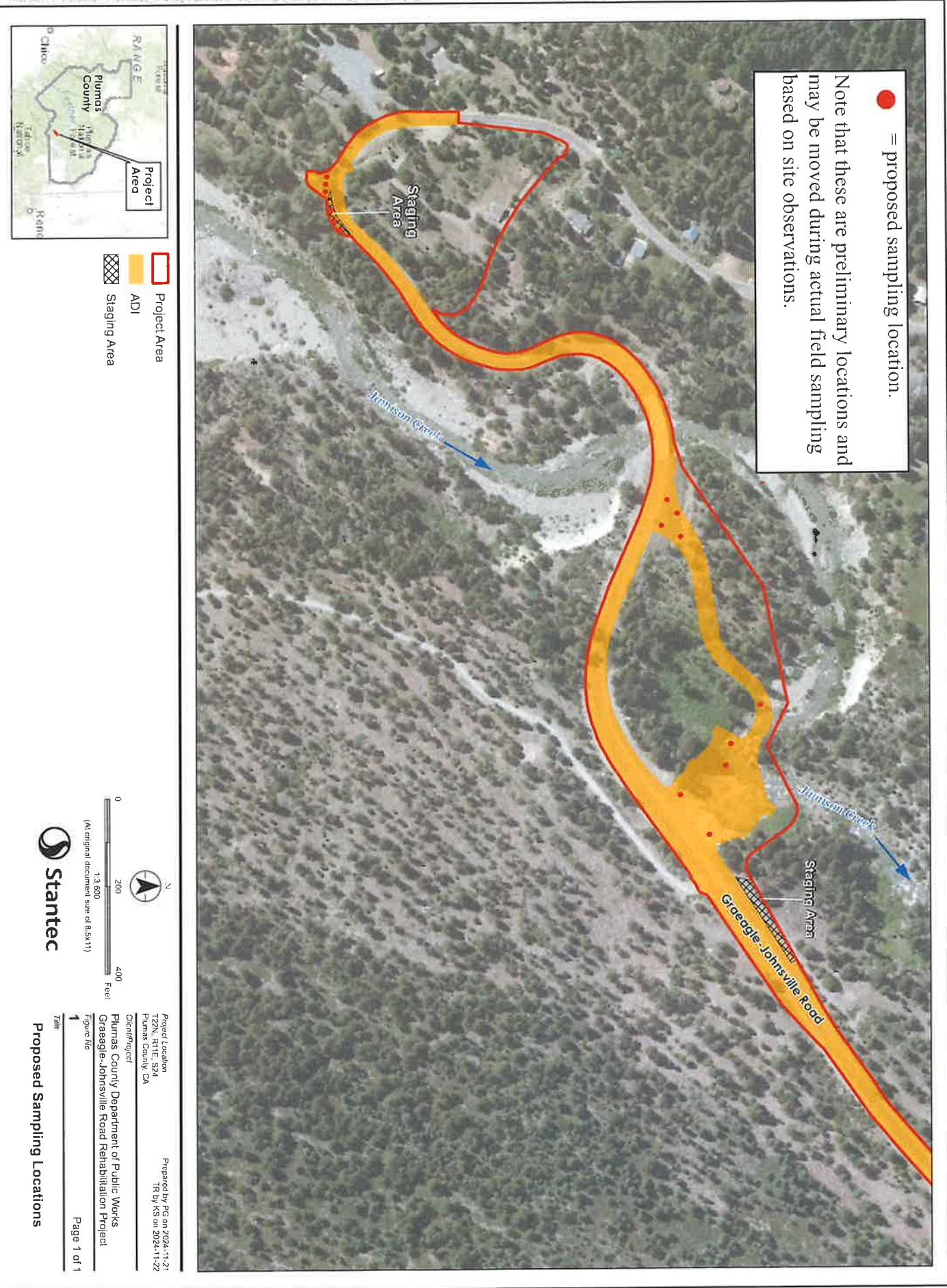


EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES) Graeagle-Johnsville Road Rehabilitation Project

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier SubconsultantConsultant Stantec Consulting Services Inc.Project No PRSTL-5909[116]

Contract No. _____

Date 11/26/2024

DIRECT LABOR

Classification/Title	Hours	Actual Hourly Rate	Total
Senior Principal (BL 16) - max raw rate \$107.18	28	\$ 107.18	\$3,001.04
Senior Principal (BL 15) max raw rate \$92.18	8	\$ 92.18	\$737.44
Principal (BL 15) max raw rate \$92.18	8	\$ 92.18	\$737.44
Principal (BL 14) max raw rate \$79.68	34	\$ 79.68	\$2,709.12
Senior Associate II (BL 14) max raw rate \$79.68	0	\$ 79.68	\$0.00
Senior Associate I (BL 13) max raw rate \$69.68	34	\$ 69.68	\$2,369.12
Associate III (BL 12) max raw rate \$61.18	24	\$ 61.18	\$1,468.32
Associate II (BL11) max raw rate \$53.68	74	\$ 53.68	\$3,972.32
Associate I (BL10) max raw rate \$47.68	16	\$ 47.68	\$762.88
Staff III (BL 9) max raw rate \$42.68	13	\$ 42.68	\$554.84
Staff II (BL 8) max raw rate \$38.68	0	\$ 38.68	\$0.00
Staff I (BL 7) max raw rate \$35.18	5	\$ 35.18	\$175.90

LABOR COSTS

Total hours: 244

a) Subtotal Direct Labor Costs	<u>\$16,488.42</u>
b) Anticipated Salary Increases (see page 2 for sample)	<u>\$412.21</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$16,900.63</u>

FRINGE BENEFITS

d) Fringe Benefits (Rate 33.08%)e) **Total Fringe Benefits**[(c) x (d)] \$5,590.73

INDIRECT COSTS

f) Overhead (Rate: 11.10%)g) Overhead [(c) x (f)] \$1,875.97h) General and Administrative (Rate: 115.30%)i) Gen & Admin [(c) x (h)] \$19,486.43j) **Total Indirect Costs [(e) + (g) + (i)]** \$26,953.13

FEE (Profit)

q) (Rate: 12.0%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$5,262.45

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$402.00
m) Equipment Rental and Supplies (itemized below)			\$1,205.00
n) Permit Fees (itemize)			\$0.00
o) Subconsultant Costs (detailed cost proposal attached for each subconsultant)			\$1,620.00

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** \$3,227.00**TOTAL COST [(c) + (j) + (k) + (p)]** \$52,343.21

ITEMIZATION - OTHER DIRECT COSTS (ODC)

Description

l)	Travel/Mileage Costs (supported by consultant actual costs)	Unit(s)	Unit Cost	Total
	Mileage	600	\$0.670	\$402.00
	Per Diem	0	\$136.000	\$0.00
			\$0.000	\$0.00
	Car Rental	0	\$100.000	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			Subtotal (l)	\$402.00
m)	Equipment Rental and Supplies (itemize)	Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)	0	\$0.060	\$0.00
	Black and white copies (11 x 17)	0	\$0.110	\$0.00
	Color copies (8.5 x 11)	0	\$0.750	\$0.00
	Color copies (11 x 17)	0	\$1.500	\$0.00
	Graphics (Poster Boards)	0	\$45.000	\$0.00
	Survey Supplies	1	\$205.000	\$205.00
	Other Equipment/Supplies	1	\$1,000.000	\$1,000.00
	Miscellaneous (Conf. Call/Mailing)	0	\$10.000	\$0.00
			Subtotal (m)	\$1,205.00
n)	Permit Fees (itemize)	Unit(s)	Unit Cost	Total
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
			Subtotal (n)	\$0.00
o)	Subconsultant Costs	Unit(s)	Unit Cost	Total
	Laboratory	1	\$1,620.00	\$1,620.00
			\$0.00	\$0.00
			Subtotal (o)	\$1,620.00

EXHIBIT 10-H COST PROPOSAL

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$16,488.42	244	\$67.58	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Avg Hourly Rate		Proposed Escalation			Year 2 Avg Hourly Rate	
Year 1	\$67.58	+	5%	=	\$70.95	Year 2 Avg Hourly Rate
Year 2	\$70.95	+	5%	=	\$74.50	Year 3 Avg Hourly Rate
Year 3	\$74.50	+	5%	=	\$78.23	Year 4 Avg Hourly Rate
Year 4	\$78.23	+	5%	=	\$82.14	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year		
Year 1	50.00%	*	244.0	=	122.0	Estimated Hours Year 1
Year 2	50.00%	*	244.0	=	122.0	Estimated Hours Year 2
Year 3	0.00%	*	244.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	244.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	244.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	244.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	=	Cost per Year
Year 1 \$67.58	*	122	\$8,244.21
Year 2 \$70.95	*	122	\$8,656.42
Year 3 \$74.50	*	0	\$0.00
Year 4 \$78.23	*	0	\$0.00
Year 5 \$82.14	*	0	\$0.00
Total Direct Labor Cost with Escalation		=	\$16,900.63
Direct Labor Subtotal before Escalation		=	\$16,488.42
Estimated total of Direct Labor Salary Increase		=	\$412.21
			Transfer to Page 1



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Door System Design, Inc.; not to exceed \$40,000.00; (No General Fund Impact); road funds; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Door System Design, Inc. in the amount of Forty Thousand Dollars and 00/100 (\$40,000.00). Effective December 9, 2024. The attached services agreement has been reviewed and approved as to form by County Counsel.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to have maintenance and repairs done on its shop doors at all of its maintenance districts.

The cost of the repairs is not expected to exceed \$40,000 for the term of the contract as outlined in the attached services agreement.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on October 1, 2024.

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Door System Design, Inc. in the amount of Forty Thousand Dollars and 00/100 (\$40,000.00). Effective December 9, 2024. No General Fund impact. The attached services agreement has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road Fund.

Attachments:

1. Services Agmt Door System Design, Inc.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and **Door System Design, Inc.** a California Corporation **dba The Door Company** (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 Thousand Dollars and No/100 (\$40,000.00)**.
3. Term. The term of this agreement shall be from December 9, 2024, through December 8, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 9, 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. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work
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

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

County:

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

Contractor:

The Door Company
P.O. Box 3313
Chico, CA 95927
Attention: Mark Stuenkel

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->

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

[programs-and-country-information/ukraine-russia-related-sanctions](#)). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Door Systems Design, Inc., dba
The Door Company

By: _____
Name: Mark S. Stuenkel
Title: Chief Executive Office, Chief Financial
Officer, Secretary
Date signed:

COUNTY:

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

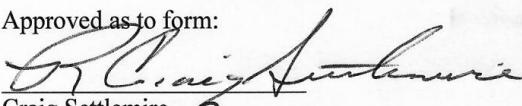
By: _____
Name: Robert Thorman
Title: Public Works Director
Date signed:

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

ATTEST:

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

1. Contractor will provide services to repair and adjust shop doors at the following Plumas County Public Works Maintenance Yards:
 - a. Chester Yard, 1033 State Route 36, Chester, CA 96020
 - b. Graeagle Yard, 1091 Maricopa Trail, Graeagle, CA 96103
 - c. Beckwourth Yard, 240 Beckwourth-Genesee Road, Beckwourth, CA 96129
 - d. Greenville Yard, 36 Williams Valley Road, Greenville, CA 95947
 - e. LaPorte Yard, 2020 Church Street, LaPorte, CA 95981
 - f. Quincy Yard, 1834 East Main Street, Quincy, CA 95971
 - g. Quincy Maintenance Shop Yard, 1834 East Main Street, Quincy, CA 95971
2. All work shall be provided in accordance with industry standards for high-quality repairs and adjustments.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Labor shall be charged in accordance with the prevailing wage clause in section 9 above.
2. All prices for parts shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS _____



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

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed \$63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed \$63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed \$63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact, as requested in the FY24/25 approved budget.

Attachments:

1. 4505 MPA FINAL Truck Purchase
2. Memo for Truck Purchase
3. Truck Bid Opening
4. Truck Low Bid

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of as identified in the purchase
agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ 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 Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By: _____

Name:

Title:

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

Vehicle Mileage: 1448 8 miles

Vehicle Mileage: 111111 Year, Make and Model of Vehicle: 2021 Chevrolet Silverado 2500 4WD

59 313 -

Total Bid Price: \$ 59,343

Documentary Fee: \$ 85 -

State Sales Tax (7.50%): \$ 4,458.60
TOTAL BID COST - FOB Quincy \$ 103,948.35

TOTAL BID COST - FOB Quincy \$ 23,198.53

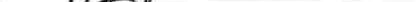
I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

Firm Name: Jonathan Cherecso

Address: 4742 McHenry Ave City: Modesto Zip Code: 95356

Authorized Representative Name: Jonathan Quevedo Title: Fleet

Telephone: 209-918-0678 Email Address: JQuevedo@AmericanChevrolet.com

Signature:  Date: 12/2/24

Please include business card.



Vehicle Locator

Dealer Information

AMERICAN CHEVROLET
4742 MCHENRY AVE
MODESTO, CA 95356
Phone: 209-575-1606
Fax: 209-491-7825

1GB5YLE76RF342945

Model Year: 2024

Make: Chevrolet

Model: 2500HD Silverado

CK20953-LWB, 4WD, Double Cab Pickup

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L8T-Engine: 6.6L, V-8, SIDI

Transmission: MKM-10-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: CNTZSW

Total Price including Upfit: \$69,047.00

Order Type: TSC-SVC Commercial

Stock #: T24830

Inventory Status: Available

Additional Vehicle Information

*Commercial - BID pending w/ County

Vehicle Options

No Cost Options

Other Options

1WT-Work Truck Preferred Equipment Group

9J4-Bumper: Rear Delete

AKO-Glass, Deep Tinted

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BG9-Floor Covering: Rubberized Vinyl, Black

Body Type Description-Service Truck

C7G-GVW Rating 10,500 Lbs

Fuel Type-Gasoline

GAZ-Summit White

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

JL1-Integrated Trailer Brake Controller

K47-Heavy Duty Air Filter

KI4-120 Volt Electrical Receptacle, In Cab

KW7-Alternator, 170 AMP

MKM-10-Speed Automatic

NZZ-Skid Plate

PRF-3 Years of Onstar Remote Access

QXT-Tires: LT265/70 R17 All Terrain, Blackwall

TQ5-Headlamps, Intellibeam

UE4-Following Distance Indicator

UHY-Automatic Emergency Braking

Upfit Condition-New

V46-Bumper, Front, Chrome

VK3-Front License Plate Mounting Provisions

YK6-SEO Processing Option

ZXT-Tire, Spare: LT265/70 R17 Blackwall

5N5-Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO)

9L7-Upfitter / Accessory Electrical Switches

AQQ-Keyless Remote Entry

B3P-Special Vehicle Sales

Body Manufacturer-Harbor

C49-Defogger, Rear Window, Electric

DBG-Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator

G80-Auto Locking Differential, Rear

GT4-Rear Axle: 3.73 Ratio

IOR-Chevrolet Infotainment, 7" Color Screen

K34-Cruise Control

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

L8T-Engine: 6.6L, V-8, SIDI

NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift

PCV-1WT Convenience 1 Package

PYN-Wheels: 17" Steel, Painted

SFW-Back-Up Alarm Calibration (SEO)

UE1-OnStar Communication System

UEU-Sensor, Forward Collision Alert

UKJ-Sensor, Front Pedestrian Braking

Upfit Model Description-Silverado 2500

V76-Recovery Hooks

YF5-California Emissions

ZW9-Delete: Pick-Up Box

"~" indicates vehicle belongs to Trading Partner's inventory



Date/Time: Dec 2, 2024 01:37 PM

Buyer: County Of Plumas County Of

Salesperson:

Phone:

Jonathon Quevedo

Phone: H: (530) 283-6069

Address: 198 Andys Way

Quincy, CA 95971

2024 Chevrolet Silverado 2500HD, Body Type: Extended Cab Pickup T24830

Color: Summit White VIN:1GB5YLE76RF342945

Purchase	0 Months
\$ Down	Est. \$/Monthly
\$0	\$63,948

MSRP/Retail	\$52,278.00
Selling Price	\$46,578.00
Total Savings + Rebate	\$5,700.00
Government Fee	\$41.75
Proc/Doc Fee	\$85.00
Harbor SRV BDY	\$12,485.00
Delivery	\$300.00
Total Taxes	\$4,458.60
Amount Financed	\$63,948.35

X

Customer Signature

X

Manager Signature

Date

Date

Please submit this worksheet to Management for its review. I understand that (i) this worksheet is neither an offer nor a contract and is not binding on the customer or the dealership, (ii) no offer to purchase any vehicle is binding until accepted in writing by an authorized American Chevrolet Sales manager on a California State Motor Vehicle Purchase Contract form and (iii) Sales Consultant can not obligate or bind the customer or the dealership.



County of Plumas

Facility Services & Airports

198 Andy's Way
Quincy CA 95971



Nick Collin
Director

Phone: 530-283-6299
Fax: 530-283-6103

To The Board of Supervisors

Please approve the purchase of a new 2500 series 4wd truck with utility box, we have \$75,000 in the 24/25 budget, Fund 0001 (General Fund) 20120/541500 for the purchase and it was put out to bid of which we received four bids.

The following are the bids we received,

American Chevrolet \$63,948.35 This was the low bidder.

Nassau Trading Inc. \$68,659.00

Envision Ford & Lincoln \$76,957.77

Haddad Dodge \$80,645.25

Thank You, Nick Collin
Director of Facilities and Airports

Facilities Truck Bid Opening

12-5-24

Name-

Dustin Vert *Dustin Vert*
ROB MCADAMS *RM*
CHANDLER SHORT *Chandler Short*

Date-

12-5-24
12-5-24
12-5-24

- 1 - American Chevrolet \$63,948.35
- 2 - Nassau Trading Inc. \$68,659 $\frac{1}{2}$ \$73,808.50
- 3 - Envision Ford & Lincoln \$76,957.77
- 4 - Joseph Dobbs Haddad Dodge. \$80,645.25

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

Vehicle Mileage: 11,111 miles

Vehicle Mileage: 110,000
Year, Make and Model of Vehicle: 2021 Chevrolet Silverado 2500 HD

Total Bid Price: \$ 343.83

Documentary Fee: \$ 85 4458-100

TOTAL BID COST - FOB Quincy \$ 103,918.35
State Sales Tax (.130%): 13,412.25

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

Firm Name: Jonathan Quevedo
Address: 4742 McHenry Ave City: Modesto Zip Code: 95356
Authorized Representative Name: Jonathan Quevedo Title: Pilot
Telephone: 209-918-0128 Email Address: JQuevedo@AmericanCharters.com
Signature: Q Date: 12/2/24

Please include business card.



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Melodie Sylvia

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to purchase Crowdstrike to provide County network security and to purchase Cohesity, the County's backup solution; effective 1/7/2025; not to exceed \$54,206; (General Fund Impact) as approved in the FY24/25 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to purchase Crowdstrike to provide County network security and to purchase Cohesity, the County's backup solution; effective 1/7/2025; not to exceed \$54,206; (General Fund Impact) as approved in the FY24/25 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

CDW-G is the reseller of Crowdstrike, our endpoint detection security software and Cohesity, our backup solution. We have been in contract with Crowdstrike and Cohesity since January 2022.

Action:

Approve the agenda item.

Fiscal Impact:

Approved in FY24/25 budget.

Attachments:

1. 4556 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Information Technology Department** (hereinafter referred to as “County”), and CDW Government LLC, an Illinois corporation

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B & C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty-Four Thousand Two Hundred and Six Dollars (\$54,206).
3. **Term.** The term of this agreement shall be from the date of signing and for one year from the date of signing unless terminated earlier as provided herein.
4. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. **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.
6. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all third-party 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 reasonable attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), for damage to tangible personal property, personal injury, or death, which are directly caused by any gross negligence or

_____ COUNTY INITIALS

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DB
CONTRACTOR INITIALS *DB*

willful misconduct of Contractor or its officers, employees, agents, contractors, licensees or servants, , whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

7. Limitation of Liability. NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. COUNTY AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE, DELIVERY OR USE OF PRODUCTS, NEITHER CONTRACTOR NOR ITS AFFILIATES WILL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE DOLLAR AMOUNT PAID BY COUNTY FOR THE PRODUCT(S) OR SERVICES GIVING RISE TO THE CLAIM.
8. 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.
9. 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.
10. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all

_____ COUNTY INITIALS

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CONTRACTOR INITIALS DB

required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement.

Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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:

Information Technology
County of Plumas
520 Main St. Rm 211

_____ COUNTY INITIALS

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CONTRACTOR INITIALS DB

Quincy, Ca 95971
Attention: Greg Ellingson

Contractor:

CDW-G
230 N. Milwaukee Ave., Vernon Hills, IL 60061
Attention: Jeffrey Butchko

19. Time of the Essence. Reserved.
20. 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.
21. 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.
22. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of Exhibit A (Crowdstrike Terms and Conditions) shall control, and the conflicting term of this agreement shall be given no effect, except the parties agree that section 13 to this agreement “Choice of Law” shall control over “Governing Law” in Exhibit A.

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS DB

DB

CONTRACTOR:

CDW Government LLC, a corporation

Dario Bertocchi

By: Dario Bertocchi (Dec 27, 2024 17:43 EST)

Name: Dario Bertocchi

Title: Director, Program Sales

Date signed: Dec 27, 2024

By: _____

Name: _____

Title: _____

Date signed: _____

COUNTY:

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

By: _____

Name: _____

Title: _____

Date signed: _____

Approved as to form:



Sara James, Attorney
County Counsel's Office

COUNTY:

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

By: _____

Name: _____

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Allen Hiskey

Clerk of the Board of Supervisors



_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

_____COUNTY INITIALS

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CONTRACTOR INITIALS _____

Signature Request & Handoff Form

Customer Information:

Company Name: PLUMAS COUNTY
SPS Account Number: 5913753
CDW Segment: State & Local
TTM Rev:
TTM GP:

Contract Details:

Effective Date: Dec 26 2024
Term: 24 months
Scope of Opportunity:
Contract Amount: 38,963
Price Program:
Rebate Program:
Freight Program:
CDW Contract Negotiator: Sohail Hussain
CDW Program Manager:

Issue Summary:

Payment Terms: 30
CDW Termination Right: Both
Assignment: Mutual
Limitation of Liability Cap: <\$250K
Limitation of Liability Carveouts:
Indemnification: Standard
Services Warranty Period:
Return Policy: Not Applicable

Acceptance Rights:

Governing Law:
Audit Rights: Standard
Liquidated Damages: No

Background Check / Drug Screening:

Subcontracting:
Most Favored Customers:

Security Breach Notification:
Privacy:

Confidentiality:
InfoSec / Data Privacy Requirements:
Time is of the Essence: No
Non-Solicitation:
IP Ownership:
Customer Policy Requirements:

Supplier Diversity Requirements:

Insurance Certificate Requirement: Yes
Insurance Certificate Requirement Details:
Mandatory Flowdowns:
International Scope:

Staging Requirements:
Service Levels:

Contract Approvers:

Approval Team	Approver
Program Management Approval Team	
Negotiations Completed Approval Team	Sohail Hussain

Additional Supporting Information:

Additional Concessions:

Handoff Notes:

EXHIBIT A

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURe ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent

to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with

the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller

which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services.

"Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties.

Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer.

Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's

specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED

TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products

and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at [https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html](#)

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "**Process**," "**Processed**," or "**Processing**") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("**Seller Data**"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined

in the CCPA in connection with the Services, Seller shall have the right to Process such “personal information” for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Quote # PFZK894

Description: COHESITY Created Date: 12/18/24

Status: **Open**

Requested By: GREG ELLINGSON

Customer Notes:

Ship to:

PLUMAS COUNTY
GREG ELLINGSON
520 MAIN ST # RM211
QUINCY, CA 95971-9364

Billed to:

PLUMAS COUNTY
ATTN: DEPT OF INFORMA
520 MAIN ST # RM211
QUINCY, CA 95971-9364
(530) 283-6263

Shipping method:

Electronic Drop Ship

Payment method:

Net 30 Days-Govt State/Local

Quote Summary

Subtotal	\$12,876.00
*US Tax	\$0.00
Shipping	\$0.00
Grand Total	\$12,876.00

*Tax may change if this quote is amended by your account manager.

[Checkout](#)

[Add to Cart](#)

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <u>COHESITY DATAPRO ULTD</u> <u>CLOUDARCHIVE</u> MFG Part: SUB-DPRT-ULARC-TERM CDW Part: 8055848 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$425.00 Pricing Option Applied: MARKET	12.0	\$5,100.00
 <u>Cohesity Premium Support - extended service agreement - 1 year - shipment</u> MFG Part: CS-P-C5016-10G-SFP-3 CDW Part: 6809532 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$1,776.00 Pricing Option Applied: MARKET	1.0	\$1,776.00
 <u>COHESITY DATAPTFM STD SUB 1TB</u> MFG Part: SUB-DATAPLAT-STD-TERM CDW Part: 8048340 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$250.00 Pricing Option Applied: MARKET	24.0	\$6,000.00

Quote # PDNP500

Description: CROWDSTRIKE RNWL

Created Date: 10/27/24

Status: **Open**

Requested By: GREG ELLINGSON

Customer Notes:

Ship to:

PLUMAS COUNTY
GREG ELLINGSON
520 MAIN ST # RM211
QUINCY, CA 95971-9364

Billed to:

PLUMAS COUNTY
ATTN: DEPT OF INFORMA
520 MAIN ST # RM211
QUINCY, CA 95971-9364
(530) 283-6263

Shipping method:

Electronic Drop Ship

Payment method:

Net 30 Days-Govt State/Local

Quote Summary

Subtotal \$41,330.00

*US Tax \$0.00

Shipping \$0.00

Grand Total \$41,330.00

*Tax may change if this quote is amended by your account manager.

[Checkout](#)

[Add to Cart](#)

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <u>CrowdStrike 12-Month Falcon</u> <u>Complete with Threat Graph</u> <u>Standard Software</u> MFG Part: CS.FCSSD.SOLN.12M CDW Part: 5400106 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$35,885.00 Pricing Option Applied: MARKET	1.0	\$35,885.00
 <u>CrowdStrike 12-Month Insight -</u> <u>Bundled Software Subscription</u> MFG Part: CS.INSIGHTB.SOLN.T2.12M CDW Part: 5400109 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 <u>CrowdStrike 12-Month Prevent -</u> <u>Bundled Software Subscription</u> MFG Part: CS.PREVENTB.SOLN.T2.12M CDW Part: 5400116 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 <u>CrowdStrike 12-Month Discover -</u> <u>Bundled Software Subscription</u> MFG Part: CS.DISCB.SOLN.T2.12M CDW Part: 5400118 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 CrowdStrike 12-Month Falcon Complete Subscription MFG Part: CS.FALCOMPS.SVC.12M CDW Part: 5400119 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 CrowdStrike 12-Month Overwatch - Bundled MFG Part: CS.OWB.SVC.T2.12M CDW Part: 5400120 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 CrowdStrike 12-Month Falcon Intelligence Application Software MFG Part: CS.INTEL.SOLN.T2.12M CDW Part: 7342907 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$2,995.00 Pricing Option Applied: MARKET	1.0	\$2,995.00
 CrowdStrike 12-Month Threat Graph Standard - Bundled Software Subscription MFG Part: CS.TGB.STD.12M CDW Part: 5400122 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 CrowdStrike 12-Month Falcon Complete: CID Management (Complimentary) MFG Part: CS.FALCOMPONBC.SOLN.12M CDW Part: 6284569 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	1.0	\$0.00
 University LMS Subscription Customer Access Pass - web-based training MFG Part: RR.PSO.ENT.PASS.12M CDW Part: 5744579 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$0.00 Pricing Option Applied: MARKET	2.0	\$0.00
 CrowdStrike 12-Month Express Support MFG Part: RR.HOS.ENT.EXPS.12M CDW Part: 4915958 UNSPSC: Electronic distribution - NO MEDIA	In Stock	\$2,450.00 Pricing Option Applied: MARKET	1.0	\$2,450.00



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: January 7, 2025

SUBJECT: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Recommendation:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Background and Discussion:

The Sheriff's Special Operations Sergeant position has recently become available due to a recent promotion. The Special Operations Sergeant is a vital position within the Sheriff's Office which oversees training, policy and procedure, Field Training Officer supervision and assuring compliance with the California Peace Officer Standards of Training.

Action:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Fiscal Impact:

General Fund Impact as approved in FY 24/25 recommended budget.

Attachments:

1. Sheriff's Special Operations Sergeant_April 2016_201611071549306023

SHERIFF'S SPECIAL OPERATIONS SERGEANT

DEFINITION

To manage, plan, organize, and supervise the Training of all Sheriff's Office Personnel (sworn and non-sworn); as well as supervise the day to day operations of the Animal Control Department; Boat Patrol Division; coordinates activities with other divisions and departments; provides highly complex staff assistance to the Sheriff and Undersheriff; performs a variety of technical tasks relative to assigned areas of responsibility; and does related work as required or assigned.

DISTINGUISHING CHARACTERISTICS

This is a specialized supervisory level in the professional law enforcement class series. The incumbent will be responsible for supervising/overseeing the Department's training program for sworn and non-sworn personnel. This will include providing direction and exercising supervision over Sergeants, deputies, correctional officers and non-sworn supervisors and other staff. The incumbent will also be responsible for directing and supervising the Animal Control Division of the Sheriff's Department. In addition, the incumbent will provide specialized administrative support to the Sheriff and Undersheriff.

REPORTS TO

Undersheriff

CLASSIFICATIONS SUPERVISED

Boat Patrol Supervisor, Boat Patrol Officers, Animal Control Supervisor, Animal Control Officer, Office Assistant III, and those outlined in "Distinguishing Characteristics".

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

Directs, plans, organizes and supervises assigned law enforcement activities; including the training of Boat Patrol and Animal Control Divisions.

- Establish schedules for the Sheriff's Office to facilitate the training of personnel.
- Prepare work schedules for the Animal Control Department, Boat Patrol, and Department Trainings.
- Maintains department training equipment, updates current training curriculum, writes new training courses for certification by the Commission on Peace Officer Standards and Training (P.O.S.T.) as necessary.
- Supervise the Field Training Program (FTO) and staff to ensure proper training and performance of the new personnel hired by the Department.
- Prepares all necessary reports and keeps the Field Training Manual current to comply with P.O.S.T. certification.
- Arranges and schedules all necessary department training including the reservation of class space, lodging, meals and preparation of the reports necessary for the expenditures.
- Assists in developing, recommending and implementing department/division goals and objectives.
- Implements department/division policies and procedures.
- Responsible for monitoring and updating the Sheriff's Department Manual, including Animal Control.
- Evaluate operations and activities of assigned responsibilities.
- Recommend improvements and modifications.
- Prepare various reports on operations and activities, both to the Sheriff and the Commission on Peace Officer Standards and Training (P.O.S.T.).
- Participates in budget preparation and administration.
- Prepares cost estimates for budget recommendations.
- Submits justification for budgetary items.
- Monitors and controls expenditures as assigned.
- Serves as the Department liaison with the Commission on Peace Officer Standards and Training (P.O.S.T.) to ensure compliance with legislative mandates and current law enforcement training needs and methods.
- Participates in the selection of staff.
- Works with employees to correct deficiencies.
- Implements disciplinary procedures as necessary.
- Answer questions and provide information to the public.
- Investigate complaints and recommends corrective action.
- Contacts and cooperate with other agencies as needed.
- Conducts investigations involving internal affairs.
- Performs background investigations of prospective employees.
- Participates on a variety of boards and commissions.
- Attends and participates in professional groups and committees.
- As needed, act as the OES Duty Officer.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office, courtroom, and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and practices of law enforcement program development and administration.
- Procedures, methods and techniques in law enforcement patrol, traffic control, crime prevention, investigations, apprehension, civil process, and arrest.
- Types of law enforcement equipment, materials, and specialty items including, but not limited to, training.
- Principles and practices of organization, administration and personnel management pertaining to law enforcement.
- Budgeting procedures and techniques.
- Principles and practices of supervision, training and personnel management.
- Principles and procedures of record keeping and reporting.

Ability to:

- Organize, direct and implement a comprehensive law enforcement training program.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply Federal, State, and local policies, procedures, laws and regulations.
- Effectively administer a variety of law enforcement activities.
- Prepare and administer a budget.
- Respond to requests and inquiries from the general public.

- Supervise, train and evaluate assigned staff.

SHERIFF'S SPECIAL OPERATIONS SERGEANT – 4

Ability to (continued):

- Communicate clearly and concisely, both orally and in writing.
- Compile and forward necessary training reports to P.O.S.T. and write training courses, as necessary, for certification.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion.
- Use and care for firearms.

TRAINING AND EXPERIENCE

Minimum qualifications for this position:

Four years of increasingly responsible experience in law enforcement work, including one year in a supervisory capacity.

Equivalent to completion of the twelfth grade, supplemented by college level courses in administration of criminal justice, police science, public administration, business administration, or a related field.

Special Requirements:

Possession of a P.O.S.T. Intermediate and Supervisory Certificate.

Possession of, or ability to obtain, an appropriate, valid California Driver License.

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
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: January 7, 2025

SUBJECT: Adopt **RESOLUTION** amending resolution authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** amending Resolution 2021-8579 authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Board of Supervisors has reviewed Resolution No. 2021-8579 adopted in April 2021 and determined that the Resolution did not accurately reflect the intended stipend pay for the duties performed as Deputy Clerk of the Board and seeks to amend that resolution.

Action:

Adopt **RESOLUTION** amending Resolution 2021-8579 authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

Adopt **RESOLUTION** amending Resolution 2021-8579 authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Attachments:

1. Resolution amending COB Stipend 12-23-24
2. 21-8579

**RESOLUTION AMENDING RESOLUTION AUTHORIZING STIPEND FOR COUNTY
COUNSEL PARALEGAL POSITION FOR DEPUTY CLERK OF THE BOARD OF
SUPERVISORS DUTIES ADOPTED APRIL 6, 2021**

WHEREAS, on April 6, 2021, the Plumas County Board of Supervisors adopted Resolution No. 2021-8579 authorizing a stipend for County Counsel's Paralegal position who was appointed on February 8, 2021, to serve as Deputy Clerk of the Board for Clerk of the Board of Supervisors duties and provide ongoing backup for the Clerk of the Board as needed; and

WHEREAS, the Resolution addressed a stipend pay increase for an additional stipend hourly rate of \$4.33 per hour for the duties performed as Deputy Clerk of the Board which are charged to the Board of Supervisors department #20010; and

WHEREAS, the Resolution did not reflect the understanding of the employee and the past practice of the County, that the stipend was 20% of employee's current pay rate, with increases upon each increase in base wages; and

WHEREAS, the Board of Supervisors has reviewed Resolution No. 2021-8579 adopted in April 2021 and determined that the Resolution did not accurately reflect the intended stipend pay for the duties performed as Deputy Clerk of the Board and seeks to amend that Resolution.

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

Resolution No. 2021-8579 is amended to read:

Effective February 8, 2021, County Counsel's Paralegal classification will be paid a stipend of 20% of the then current Paralegal III wage in addition to the then current Paralegal III pay for Deputy Clerk of the Board of Supervisors duties. The stipend will be charged to fund #20010. This shall be retroactive to February 8, 2021.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____ by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

APPROVED AS TO FORM:



Dara James
Deputy County Counsel

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Counsel

RESOLUTION NO: 2021-8579

RESOLUTION AUTHORIZING STIPEND FOR COUNTY COUNSEL PARALEGAL POSITION FOR DEPUTY CLERK OF THE BOARD OF SUPERVISORS DUTIES

WHEREAS, Plumas County Personnel Rule 5.01 provides for amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend Plumas County's Pay Schedule; and

WHEREAS, this Resolution addresses stipend pay increase for an additional stipend hourly rate of \$4.33 per hour for the duties performed as Deputy Clerk of the Board which will be charged to the Board of Supervisors department #20010; and

WHEREAS, the Clerk of the Board resigned leaving the position for the Clerk of the Board of Supervisors vacant; and

WHEREAS, the Paralegal in County Counsel's Office was appointed on February 8, 2021 to serve as Deputy Clerk of the Board, in order to provide Clerk of the Board services during the vacancy, and to provide ongoing backup for the Clerk of the Board position as needed.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve Resolution to amend County Counsel's Paralegal Classification and Pay Schedule while acting as Deputy Clerk of the Board to reflect the following:

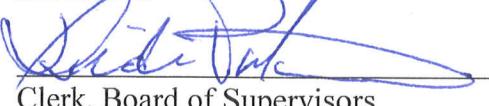
Effective February 8, 2021, County Counsel's Paralegal classification will be paid a stipend of \$4.33 an hour in addition to regular Paralegal pay for Deputy Clerk of the Board of Supervisors duties. The stipend will be charged to fund #20010. This shall be retroactive to February 8, 2021.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6th day of April 2021 by the following vote:

AYES: Supervisors: Cerecola, Hagwood, Goss, Thrall, Engel
NOES: Supervisors: None
ABSENT: Supervisors:


Chair, Board of Supervisors 4-6-2021

ATTEST:


Clerk, Board of Supervisors



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: January 7, 2025
SUBJECT: County Administrative Officer's Report

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. CAO 11 Report November 2024
2. CAO 12 Report December 2024

PLUMAS COUNTY CALIFORNIA Administrative Officer



TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: January 7, 2025

SUBJECT: CAO Report 11/1/24 – 11/30/24

NOVEMBER CONFERENCES

11/12-15 – Travel to Monterey CALPELRA HR Conference



CALPELRA - Creating Teams in Challenging Times - Nov. 13, 2024

Change teams if players do not leave their egos on the doorstep to create a team - Dominique Dawes, 1996 Gold Medal Gymnastic Winning team.

What Challenges are we facing?

- Lack of staffing/support
- Lack of resources
- Feeling of being unheard
- Feeling of being unappreciated
- Lack of commitment
- Lack of ability
- Retention/attrition
- Conflict
- Different personalities

- Lack of trust
- Gossip
- Lack of morale - impact energy going away; call-outs; folks wanting to take leave; can happen when folks are checked out.
- Collectively deal with trauma since COVID. Shut down the entire world for a little bit and isolated. Then we had to come back to work. See conflicts increasing. Little things are becoming big things. It's anticipated this will happen more. Do we have a program in place to address conflict, gossip, etc.?

Losing the Locker Room

- What does it look like?
- Loss of morale and motivation
- Loss of trust and questioning credibility of leaders
- Blaming others and not addressing issues
- Disengagement - doing the bare minimum; unmotivated
- Lack of ownership (refers to the whole team) and responsibility for the team.

What is the vision? What is the goal? What are we all moving toward?

How do we lose?

- Poor or inexperienced management/supervision
- Unclear expectations
- Disconnect between staff and leadership
- Questionable intentions and ethics
- Inconsistency
- Lack of accountability
- Ineffective communication

We would of, could of, should of, all the time ...

Lift your heads up and look around the room; be grateful that we're going through a sad moment with all these other folks. I promise you there is something worse than being sad. It's being alone and being sad. Be a goldfish (animal with shortest memory)

Facts

Employee retention:

- Companies that regularly engage in team building have a 36% higher employee retention rate.
- Employees who feel connected to their team are 55% less likely to look for other jobs.

Productivity:

- Connected teams see a 20-25% increase in productivity.
- Employees who work collaboratively stay at their tasks 65% longer.

SmartFun Training and Development, University of Pennsylvania

Ways to win?

- **Build strong leadership** - people who inspire others; people who articulate the “why” to the team; people who model the culture and work ethic you want on the team; people who understand their limits and find strength in others - *Leadership is diving for a loose ball, getting the crowd involved,*

getting other players involved. It's being able to take it as well as dish it out. That's the only way you're going to get respect from the players - **Larry Bird**. (Show up early; stay later with the rookies to make sure that the team saw him being the first one there and the last one out. Big role model - even after he was a big star.)

- **Build a strong bench** - people who are eager to learn and grow; people who represent perspectives and strengths that you do not have on your leadership team; people who are high performers who just need more development and experience; people who can step in and is invested in supporting the team vision. *Andre “Iggy” Iguodala is the only player to win an NBA Finals NBA Award as a player coming off the bench. Becky Hammond is the first woman ever to assist and step in as an NBA Coach.*
- **Build competence and confidence** - build up individuals from a strength-based approach; train staff in their work, refresh competency; provide the proper tools and coaching; recognize good work; give opportunities for people to succeed; celebrate success.
- **Build trust** - tell the truth; be transparent; engrain integrity into the culture; walk the talk - can over commit like one-on-one; follow up; do the right thing even when no one is looking (people may respect you but not like you) - *The strength of the team is each individual member. The strength of each member is the team (everyone has to bring something to the game). ” - Phil Jackson*
- **Build a common vision and goal** - define and communicate your vision as a team; the vision must lead everything or it means nothing; make sure everyone knows their role and how it impacts the team “the why” - what is it you do for the team?; define what you are striving for; what outcomes are you focused on. What do we really want at the end? What is the dream goal? What’s the worst case scenario? What are the outcomes? We need to talk about this more?
- **Culture of Accountability** - address mistakes with a focus on fixing and learning; remove fear that someone will lose their job from a mistake; model accountability; talk as a team about how you will do things differently; understand the impact of what not resolving issues will be; be consistent on how you handle mistakes.
- **Build Team and Relationships** - give everyone on the team voice and membership; bring energy to meetings, team events; focus on early adopters (the ones with more social currency), not arm crossers; enlist staff with social impact to lead activities (ask questions like “dream vacations”; keep it simple, experiencing something together doesn’t have to be complex.

Build-A-Team - Randy Posh (author)

- Assess your current health
- Address existing issues
- Create a vision and goal
- Communicate the vision
- Focus on the outcome

An employee led group focused on:

- Recognizing employees
- Promoting Plumas County pride in the workplace
- **Celebrating kindness and empathy for community and for each other - thank you notes for people in the various departments**
- Celebrating and honoring public service
- Recognizing our diverse workforce

Who will be part of your work tree?

CALPELRA Gen Z - Nov. 13, 2024

Gen Z wants to:

- Be rewarded
- Be safe
- Believe
- Belong
- Become
- Be fun

- Have to remove toxic people from the organization. This generation will just leave without you knowing.
- One-on-one meeting with everyone in their staff - supervisors. Carve out that time and stay religious to that time.
- Job shadows
- How to do research - deep data dives - teach out to decipher what's true, not just AI
- Resiliency training - give people more coping skills

Leadership Challenges we need to change

- Care more about the success of employees than your own projects or resume building concepts
- 7-1 ratio - counter-balance with seven positive feedback if you give one negative comment.

CALPELRA - Mastering the Art of Evaluation: Drafting & Delivering Effective Performance

Nov. 14, 2024

Exceptionally skilled in motivating her staff. She has developed a weekly check-in with each of her team members. Her engagement was particularly important during the pandemic. Julie leads by example. She speaks to people with respect. She leads by example.

Switch away from rating from every aspect. Moving toward an overall concept or scrapping the rating system all together. Not as traditional: reducing the number of topics; more thorough explanation of what it is and a big box for writing.

MEMO - a year in review. Tied historically or emotionally to the rating system. Particularly if the rating system is not standard across the board.

Some evaluations are negotiated with bargaining units. Challenge is that it covers so many classifications. Everybody typically gets a 5% raise but then what encourages a higher raise for exceptional performance.

The desire to create a new evaluation tool is really necessary. Different evaluations across the entire organization. **WHAT ARE OUR'S? WHAT IS IN THE MOU?**

Create an evaluation work groups from both unit and labor reps. What's my COLA or MERIT increase going to be?

If you make changes to evaluation or process, make notes on what changed. We don't want the evaluation to be used for legal purposes.

QUESTIONS

- What can supervisors do when employees make excuses for behaviors?
- How do you encourage employees and managers that a satisfactory rating is not a "C" rating?
- How would you explain what this rating means? Collect evaluations from each department. No correlation to ABCDEF to 54321. Celebration in a 3 performance.
- What have you seen as the most successful when an evaluation is contested?

How to Deliver the Evaluation:

- In person might be better to deliver bad news
- Zoom
- Telephone can often be one-way - typically for hybrid schedule or remote workers; need an engaged employee; flexibility with this format.

Where have you noticed challenges?

Delivering an Evaluation:

- Be prepared (review evaluation before, remind yourself of specific examples)
- Be focused and attentive (no looking at phone, computer)
- Engage the Employee (talk with, not at)
- Be Thorough (don't just address the good stuff)
- Keep Eye Contact and staying calm is important; try to just think of it as another conversation.
- Listen (very important; one under appreciated aspect - listen carefully and respond in REAL time - two-way street; what they do well and where they can improve; might get resistance. Pause. Listen. Especially if it starts getting combative. Trying to take a higher road in interactions)
- Answer Questions - set guardrails, building roads to improvement.
- Ask of there is anything you can do to help them improve and be successful
- Can we agree that you have a challenge ... what can you do to solve it? Pinning some employees to accountability is never going to happen. Need to get buy-in from the employee.
- Want to maintain a balance; not to turn it into 9 examples of issues - can we agree that you have issues turning work in on-time. Try not to re-hash the past - try to touch base on the ultimate conclusion - the problem - impacts on others - be specific and clear without being harsh.

- This is an interactive process. We are trying to improve performance. Try to offer the hand with direction, guidance and honest feedback. Document how things are received.

Art of Changing Behavior

Inclining employee cooperation for change:

- Get employee recognition of the performance problem (standard and specific incidents)
- Get employee acknowledgement of the need to correct the problem
- Recognize
- Appreciate
- Acknowledge
- Respect

We all can read. Meeting about the evaluation should be additive. The employee is trying to wiggle out of the examples. With respect to timeliness, what do you think you can do better. Don't try to win the argument. On the topic of BLANK; what could you do better. Would you do anything differently. Get focused on the issue. Get the employee to identify one way they can improve.

Framing your Message

How to say it is as important as what to say.

Difference between demanding change and influencing change - YOUR TONE MATTERS

Biggest accomplishment

What are you proud of?

What were your goals

What are your goals for next year?

Body language and tone are more important than words.

Actual words (including when to listen)

KEY POINT

Listening and summarizing is critical for an evaluator/supervisor who wants to influence change in performance.

ROLE PLAY EVALUATION SCENARIO

What went well?

What missteps did the supervisor make in delivering this part of the evaluation?

FRIST Elements - For Evaluations & Discipline

F = Facts (what Happened - be specific)

R = Rule (what rule was violated - policies, contracts/collective bargaining, job descriptions, handbook or other legal requirements (fed/state/local law). We have a protocol of when you're going to be late. Also want to include prior rule violations of the same or similar nature (whether discussed orally or addressed in writing)

- Shows a pattern/recurrence, failure to make an effort to correct and a supervisor's awareness of the continuing problem)

I = Impact - what harm was done? Substantiate the seriousness of the employee's deficient conduct as if communicating with someone who may not understand the true impact of their actions, behavior or words, i.e., do not assume conclusion is obvious, explain. Tell who/what was impacted and how; consider the degree of public notoriety "bad press" bad reviews; if conduct is abstract, add facts - think about operations, liability, reputation & public image; employee's professional image; other employees; clients/public. Describe the harm that was done? Show the connection between the conduct or performance to the job. Shows the seriousness of the employee's conduct by including the overall context

S = Suggestions/Directives - help and improve their behavior and performance; be clear, be specific, offer suggestions, recommendations, reasonable

T = Termination

Expectation moving forward.

Sometimes, supervisors get a little personal. If there is visual evidence, attach it; show version 1 and the ultimate product (assessment process).

Be specific in language.

Well documented

CALPELRA Workshops attended included:

- Conducting Personnel Investigations: Finding the Facts
- Common Brown Act and PRA Issues for HR and Labor Professionals
- Legal Strategies
- What is considered free speech?



CSAC Conferences and Events

The Annual Meeting was held November 17-22, 2024, in Los Angeles County.

CSAC Conference 2024 Annual Meeting Policy Committee Packets and Other Meeting Materials
Administration of Justice:

[Administration of Justice Policy Committee Agenda Packet](#)

Agriculture, Environment & Natural Resources

[Agriculture, Environment & Natural Resources Policy Committee Agenda Packet](#)

- [CSAC Insurance Working Group Policy Principles](#)

Government Finance & Administration

[Government Finance and Administration Policy Committee Agenda Packet](#)

[GFA Policy Committee Presentation](#)

Health & Human Services

[Health and Human Services Policy Committee Agenda Packet](#)

- [Health and Human Services Platform Chapters Tracked Changes](#)

[CalHHS and HCD Prop 1 Implementation Presentation](#)

[FFA Insurance Crisis Presentation](#)

[First 5 California Presentation](#)

Housing, Land Use & Transportation

[Housing, Land Use and Transportation Policy Committee Agenda Packet](#)

- [Future-Proofing Transportation Funding: Finding a Sustainable Replacement to the Gas Tax Presentation](#)
- [Advanced Clean Fleets \(ACF\) Regulation Overview Presentation](#)
- [County of Ventura Fleet Services Presentation](#)

Workshops

[CSAC Workshop - Navigating Challenges for FEMA Reimbursement](#)

[CalAIM JI Workshop Packet](#)

[DHCS CalAIM JI Presentation](#)

Miscellaneous

[Program](#)

GRANTS MANAGER

- Tribal Broadband Access Meeting in Trinity County – October 29 (see write-up below)
- Participated in Chamber Coalition meeting
- Attended the 2024 Building Rural Economies Housing and Urban Development Convening in Globe, AZ hosted by Rural Community Assistance Corp (see below for writeup)
- Attended Plumas County Coordinating Council as staff (scribe) and provided meeting minutes
- Regular admin work on programs (Sierra Buttes Trail Stewardship, Opioids, BRE, policy review, account creation) including reports, presentations, and action item follow ups
- Continue to follow (webinar and publications) of the SDEP Implementation and DE Capacity Grant Program Briefings

Tribal and Rural Broadband Access Meeting in Trinity County – October 29

The North State Planning and Development Collective, in partnership with the Nor Rel Muk Wintu Nation, hosted an in-person event focused on broadband access in rural and tribal lands. Representatives from tribes, local and state government, ISPs, and other stakeholders were present for critical discussions on broadband equity, particularly in rural areas that have had challenges with broadband deployment. Topics discussed included barriers to deployment, upcoming broadband projects near Tribal lands, affordability and digital equity, cultural monitoring, and Tribal access to Middle Mile. The meeting was sponsored in part by CPUC Equity and Access Grant Program and the California Employment Training Panel.

2024 Building Rural Economies Housing and Urban Development Convening

Theme: Building Capacity for a Brighter Future

Location: Cobre Calley Center for the Arts: Globe, AZ

Date: Wednesday – Thursday, November 13-14, 2024

On behalf of the yet to be hired Community Coordinator, Zachary Gately attended the 2024 BRE HUD Convening. Plumas County has been working with Rural Community Assistance Corporation (RCAC) over the past year to begin implementation of RCAC's BRE program, with the final agreement in place as of September 03, 2024. The focus of the work will be on RCAC's Smart Growth program in both Quincy and Chester. BRE's Smart Growth focus builds the capacity of local partner organizations to identify, plan and implement catalytic community economic development projects. The community workshops, training and technical assistance BRE staff provide throughout this process empower partner organizations and their communities to build economic resiliency and create long-term sustainability.

Day One focused on reviewing the BRE program and how the federal monies reach the rural communities for these programs, highlights of work from the previous and current cohorts, as well as discussion and a tour with City of Globe Staff, as they participated in this program back in 2018.

Day two focused a bit more by BRE track, concentrating networking and activities of participants based on what focus their communities were implementing. For example, in the Smart Growth group, we discussed current projects, the BRE “Recharge Our Community’s Economy” workshop format and tools, as well as dream projects, challenges, and community integration.

Highlights of this convening:

1. We need to understand why we are here. Often work (particularly local government) is explained using the “what” and the “how” but often the “why” is left out of the conversation. Why are we investing in economic development? Examples were given from “Start with Why” by Simon Sinek. When “why” is understood and defined, it helps everyone involved (in our case employees, administrators, elected officials, and community members) make better decisions at all levels because the same goal is the foremost thought for everyone involved. With the absence of a strategic plan for Plumas County, it can be difficult for all levels to be on the same page for investing into the county.

2. It can happen here. In Globe, the city passed a 1% sales tax excluding food. They also have worked with Gorman & Company to turn their abandoned high school into a downtown 55+ housing community, retaining much of the character of the building (see a short video [here](#)). They co-located an emergency center with the pool facilities to create a safe multi-use family center that can be utilized for sheltering events or other in hazardous situations. RCAC Staff that worked on the initial project in 2018 in Globe were amazed and stunned at how busy the downtown was during the Convening. Prior there may have been one to two cars parked per block downtown in comparison to when we were on our tour, it was very difficult to find parking in the downtown area at 4 pm.

3. Community trust is important. This did not happen overnight in Globe but through a strong administration that took the time to work on strategic plans, improved communication to residents, and remind the community of their wins, the community trust has increased significantly.

RISK MANAGEMENT

Planning meeting for Active Shooter Drill – Chester High School

G191 ICS/EOC Interface

Disaster Response & Recovery Training – VOAD

Red Cross Coordination Meeting

DR-4301 Meeting

Hazard Mitigation team meeting

Red Cross Coordination Meeting

Dixie Fire Coordination Meeting

VOAD Meeting

CNRFC/DWR webinar – storms

Plumas County Drought Meeting

Access & Functional Needs meeting

Hazard Mitigation team meeting

CNRFC/DWR webinar – storms

Hosted a webinar for Fire Chiefs regarding flood supplies

DR-4301 webinar closeout meeting

Cal OES OA Summit

Cal EOC 360

Planning Meeting Active Shooter Drill – Chester
DR 4308 webinar closeout meeting
BSIR Webinar
PG&E Regional Meeting
Fire Safe Board Meeting and Council Meeting
Plumas County Drought Task Force
DR-4301 meeting
Multi-Jurisdictional Hazard Mitigation Plan – special district meeting
DR-4301 meeting
Multi-Jurisdictional Hazard Mitigation Plan – Meet w/City of Portola
Earth Ex Drill
Coordination w/Plumas County Social Services – planning/inventory
PCMC
DSR Safety meeting
BOS meetings
County Hearing test coordination.

CAL-OES UPDATE

11/4 – Planning meeting for Active Shooter Drill – Chester High School
11/6 – Tri-Health Care Coordination Meeting
11/7 – G191 ICS/EOC Interface
11/8 – Disaster Response & Recovery Training – VOAD
11/13 – Catastrophic Incident Planning workshop
11/15 – Red Cross Coordination Meeting
11/19 – DR-4301 Meeting
11/19 – Hazard Mitigation team meeting
11/20 – Access & Functional Needs lead meeting
11/20 – Red Cross Coordination Meeting
11/20 – Dixie Fire Coordination Meeting
11/20 – VOAD Meeting
11/21 – CNRFC/DWR webinar – storms
11/21 – Plumas County Drought Meeting
11/21 – Access & Functional Needs meeting
11/22 – Hazard Mitigation team meeting
11/22 – CNRFC/DWR webinar – storms
11/22 – Hosted a webinar for Fire Chiefs regarding flood supplies

OTHER CAO MEETINGS/ACTIVITIES

11/1 – PCMC Meeting
11/1 – Plumas Labor Check-In
11/4 – OpenGov Weekly Check-In
11/5 – Agenda Review
11/5 - BOS Meeting
11/6 – Pre-Application Sierra Pacific Industries - Planning
11/7 – MRG Weekly Check-In
11/7 - Nakoma Tourism Meeting with County Chambers
11/4 – Viewpoint Shoot in Plumas County

11/12-15 – Travel to Monterey CALPELRA HR Conference
11/17-22 – Travel to Pasadena CSAC Conference
11/25 – Grant Manager Check-In
11/25 – Clerk of the Board Check-In
11/25 – HR Check-In
11/26 – HR/Social Services Check-In
11/26 – HR Meeting

TRANSIENT OCCUPANCY TAX (TOT) REPORT

Granicus generated the following reports:
October 2, 2024 so it can be compared to November 2, 2024 report.

OCTOBER 2, 2024

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on October 2, 2024.

423
Properties in or near Plumas County, CA

355
Properties in or near Plumas County, CA with address identified

157
Compliant Short Term Rentals

189
Non-compliant properties

77
Properties with unknown compliance

214
Properties that have received letters since first mailing

121
Properties that have received letters and are now compliant

93
Properties that have received letters but are still non-compliant

NOVEMBER 2, 2024

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on November 2, 2024.

437
Properties in or near Plumas County, CA

372
Properties in or near Plumas County, CA with address identified

162
Compliant Short Term Rentals

201
Non-compliant properties

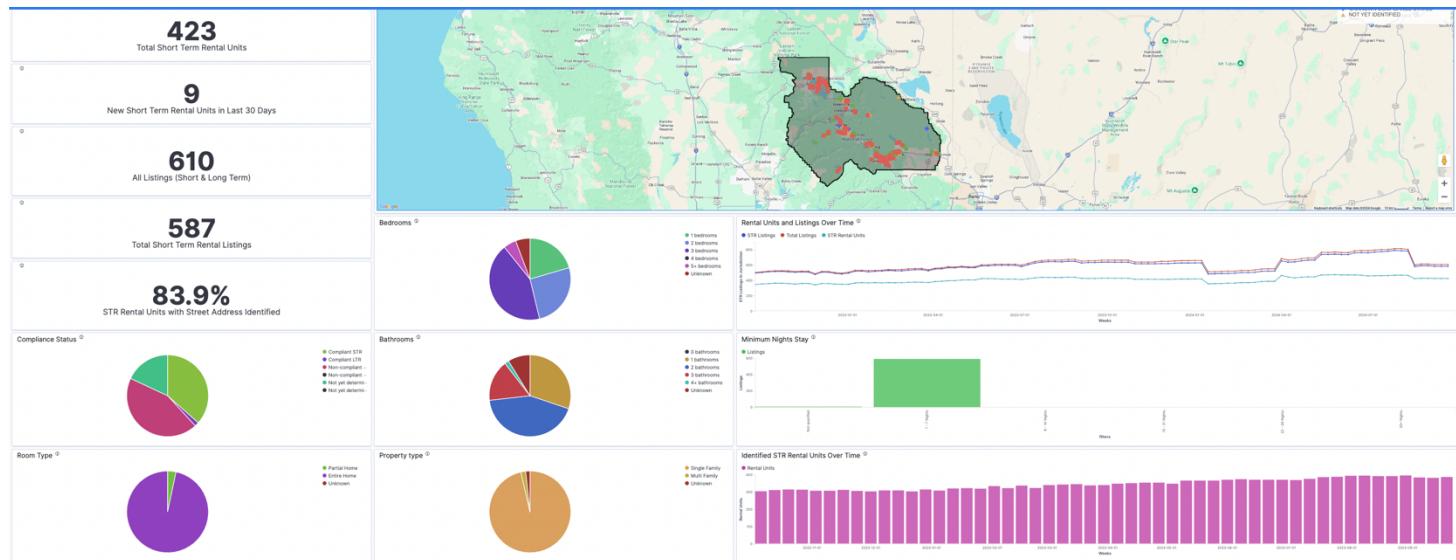
74
Properties with unknown compliance

215
Properties that have received letters since first mailing

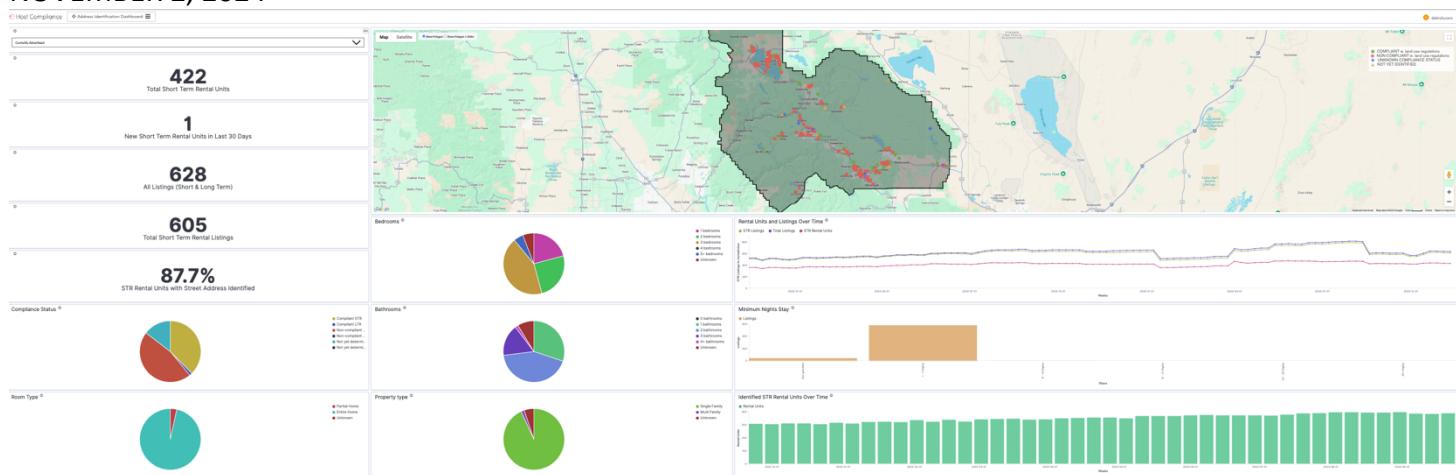
120
Properties that have received letters and are now compliant

95
Properties that have received letters but are still non-compliant

OCTOBER 2024



NOVEMBER 2, 2024



PLUMAS COUNTY

CALIFORNIA Administrative Officer



TO: Honorable Chair and Board Supervisors

FROM: Debra Lucero, CAO

MEETING DATE: January 14, 2025

SUBJECT: CAO Report 12/1/24 – 12/31/24

DECEMBER HIGHLIGHTS

12/4-6 – National Association of Counties (NACo)

Large Urban & Rural Caucus Meeting, Sonoma County

This event will feature five mobile workshops over three days, enabling participants from all counties to gain hands-on experience and explore the role of counties and county leaders in building the future We imagine – one where local government is empowered by engagement, collaboration and innovation and fueled by an exceptional county workforce.

- Bridging Care: Exploring Sonoma County's Human Services Continuum**

Representatives from Eliza's Village Homeless Shelter, Sonoma County Juvenile Hall and Valley of the Moon Children's Center will lead attendees through the county's human services continuum, highlighting how these programs address the mental health needs of vulnerable populations. Through site visits and discussions, participants will gain insight into the collaborative efforts supporting those facing homelessness, juvenile restoration, and involvement in the foster care system.

- Cultivating the Future: Rural Progress and Preservation in the Russian River Valley**

Nestled in the heart of Sonoma County, the Russian River Valley is a breathtaking region where rolling vineyards blend seamlessly with towering redwoods and picturesque seaside vistas, offering a landscape steeped in natural beauty and rich history. Yet, like many rural areas, it faces distinct challenges. Discover how local officials are crafting innovative solutions to address rural issues, including conserving natural landscapes, safeguarding agricultural heritage and promoting sustainable rural development.

- County Innovations in Water Conservation and Ecosystem Restoration**

Symposium attendees will tour the picturesque Lake Sonoma Overlook in Dry Creek Valley, where they will explore the future of sustainable water management. The tour will provide insights into Forecast Informed Reservoir Operations (FIRO), an innovative approach to managing water resources. Participants will also learn about Sonoma County's collaborations with federal agencies and academic institutions to develop effective water conservation strategies for extreme climate conditions. At the Vista Overlook, attendees will enjoy breathtaking views while listening to a presentation from the National Marine Fisheries Services about the Dry Creek Valley fish

restoration initiative, highlighting the benefits of public-private partnerships in supporting these efforts.

- **Following the Fire: Sonoma County Resiliency Tour**

In 2017, the Tubbs Fire devastated Sonoma County, burning over 36,000 acres and destroying or damaging nearly 7,000 structures. Most significantly, the lives of 22 people and countless animals were lost. Residents who did survive became homeless overnight. In the wake of the fire, Sonoma County has implemented state-of-the-art disaster management systems that have mitigated impacts and saved lives. Join this tour to follow the path of the 2017 fire and hear from Department of Emergency Management officials about how the county is continuing to improve disaster resilience.

- **Joint Mobile Tour: Savoring Sonoma: A Tour of Food and Farming for County Leaders**

The agriculture industry is vital to Sonoma County residents and holds a broader significance for communities across the country who enjoy the region's many exports. During this tour, participants will gain firsthand insights into farming practices, economic impacts and challenges facing the industry, emphasizing the need for informed policy decisions to support and preserve this critical sector.

GRANTS MANAGER

- Attended the Office of Land Use and Climate Innovation & California Strategic Growth Council Catalyst Convenings: Help Shape 2025 Roundtables in Your Region
 - Date: 12/13/2024
 - Location: Webinar
 - More information: [Webinar Recording](#) or [homepage](#)
- Attended Chamber Collation meetings (2x)
- Attended California Emerging Technology Fund Grant program webinar for awardees
- Finalized ARPA budget and executed contracts
- Met with California Department of Health Care Services to review Opioid Settlement funds
- Held first monthly meeting with each Goal Champion for Recreation Economy for Rural Communities with RCAC
- Met with Kevin Kiley's new top aide with other recreation partners around sustainable recreation in Plumas County
- It was a heavy month with OHV and Sierra Buttes Trail Stewardship grant management due to end of year
- Monitored financial account creation for projects

RISK/OES

12/3 – DR-4301 webinar closeout meeting

12/4 – Cal OES OA Summit

12/5 – Cal EOC 360

12/6 – Planning Meeting Active Shooter Drill – Chester

12/10 – DR 4308 webinar closeout meeting

12/11 – BSIR Webinar

12/11 – PG&E Regional Meeting

12/12 – Fire Safe Board Meeting and Council Meeting

12/12 – Plumas County Drought Task Force

12/13 – DR-4301 meeting

12/13 – Multi-Jurisdictional Hazard Mitigation Plan – special district meeting

12/17 – DR-4301 meeting
12/18 - Multi-Jurisdictional Hazard Mitigation Plan – Meet w/City of Portola
12/19 – Earth Ex Drill
12/19 – CNRFC/DWR Meeting
12/20 – Coordination w/Plumas County Social Services – planning/inventory

OTHER CAO MEETINGS/ACTIVITIES

12/2 – OpenGov Weekly Check-In
12/2 – Greenville Safety Center/Townhall Negotiations IVCSD
12/2 – HR Temp Help Interview
12/2 – Assessor/HR Meeting
12/2 – Meeting with Social Services Attorney
12/3 – MRG Investigations Check-InA
12/3 - Agenda Review
12/3 – BOS Meeting
12/3 – CSAC Meeting: Real Estate Services
12/3 – Planning / CAO Briefing
12/5 – MRG Weekly Check-In
12/4-6 – NACo Large Urban & Rural Caucus Meeting, Sonoma County
12/9 – OpenGov Weekly Check-In
12/9 – OpenGov End-to-End Review
12/9 – HR Meeting: New Vacancy Reporting Law AB 2561
12/9 – Sam Brown & Ag Dept. Meeting
12/10 – Agenda Review
12/10 – BOS Meeting
12/10 – Negotiations Follow-Up Meeting – Greenville Safety Center IVCSD
12/11 – ARPA Funds Meeting – Grant Mgr
12/12 – Meeting w/Judge Abramson
12/12 – OpenGov Workforce Sign-Off Meeting
12/12 – OpenGov Workforce Sign-Off Meeting 2
12/12 – HR Meeting
12/13 – OpenGov Budget Report Meeting
12/13 – HR Meeting
12/13 – CARE Court Kick-off meeting
12/13 – Plumas Sun Christmas Party at the Museum
12/16 – OpenGov Budget Report Meeting 2
12/16 – Client First Parallel 5
12/16 – COA Adjustments OpenGov
12/17 – PCCDC Meeting – Down Payment Assistance Plan discussed
12/17 – BOS Meeting
12/17 – ClientFirst Parallel 5
12/18 – ClientFirst Parallel 5
12/18 – OpenGov Final Sign-Off Meeting
12/19 – MRG Weekly Check-In
12/20 – OpenGov Wrap Up Meeting
12/20 – Risk/Sheriff Employee
12/23 – ENGIE Check-In
12/30 – Grants Mgr Meeting

12/30 – HR Meeting

12/30 – ClientFirst Go Live Meeting

TRANSIENT OCCUPANCY TAX (TOT) REPORT

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October 2, 2024 so it can be compared to November 2, 2024 report.

NOVEMBER 2, 2024

DECEMBER 2, 2024

Monthly status report

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437

Properties in or near Plumas County, CA

372

Properties in or near Plumas County, CA with address identified

162

Compliant Short Term Rentals

201

Non-compliant properties

74

Properties with unknown compliance

215

Properties that have received letters since first mailing

120

Properties that have received letters and are now compliant

95

Properties that have received letters but are still non-compliant

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on December 2, 2024.

416

Properties in or near Plumas County, CA

373

Properties in or near Plumas County, CA with address identified

162

Compliant Short Term Rentals

201

Non-compliant properties

53

Properties with unknown compliance

215

Properties that have received letters since first mailing

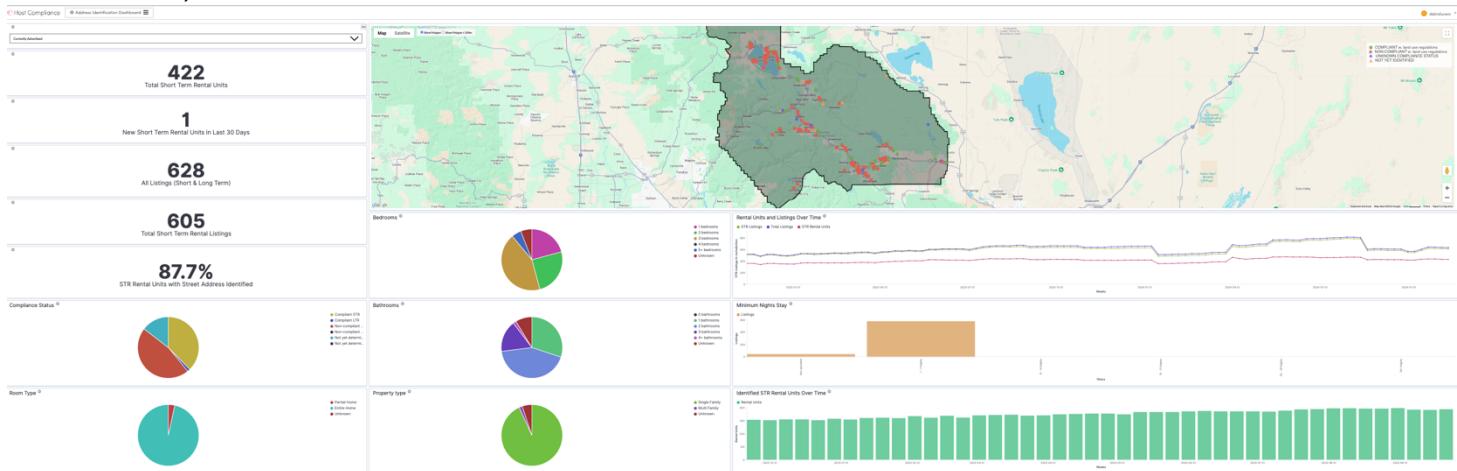
123

Properties that have received letters and are now compliant

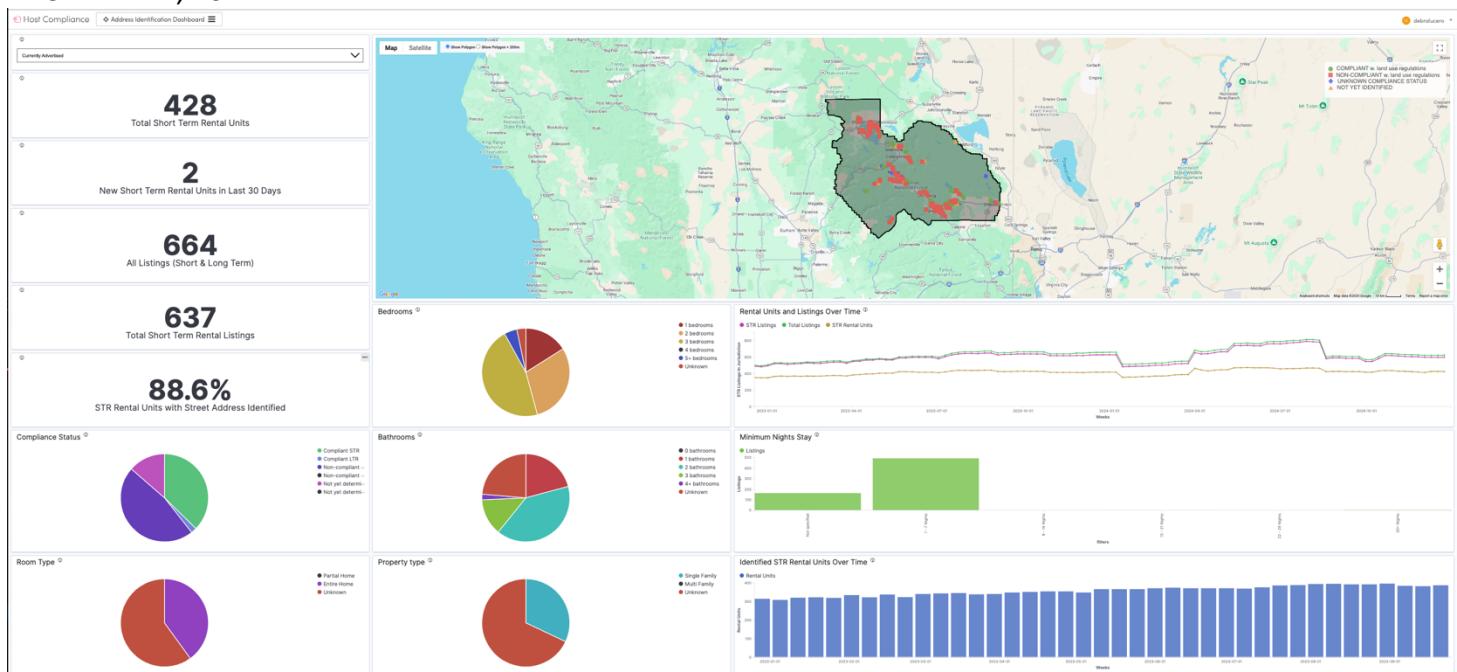
92

Properties that have received letters but are still non-compliant

NOVEMBER 2, 2024



DECEMBER 2, 2024





PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Roberts

MEETING DATE: January 7, 2025

SUBJECT: **CONTINUED DISCUSSION FROM DECEMBER 10, 2024:** Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.

2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.

3. Information to be posted on the Plumas County website.

Recommendation:

CONTINUED DISCUSSION FROM DECEMBER 10, 2024: Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Background and Discussion:

CONTINUED DISCUSSION FROM DECEMBER 10, 2024: Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Action:

CONTINUED DISCUSSION FROM DECEMBER 10, 2024: Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

1. Information to be posted on the Airbnb website.
2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
3. Information to be posted on the Plumas County website.

Fiscal Impact:

General Fund Impact.

Attachments:

1. Web Page Information Related to TOT
2. To be posted on airbnb website (1)
3. Draft Airbnb Non-compliant letter (1)

4. Generate the Airbnb Gross Earnings Report (1)

Web Page Information Related to TOT

Transient Occupancy Tax

TOT paid by visitors helps fund projects that benefit the County as a whole.

Visitors are drawn to Plumas County by its natural beauty and the region's unique and historical attractions. The dollars they bring stimulate commerce, which is vital to the local economy. Balancing the costs and benefits of tourism is essential to the preservation of our communities and our quality of life. Transient Occupancy Tax (TOT) is an important part of that balance. TOT paid by visitors helps fund projects that benefit the County as a whole, such as public parks, infrastructure improvements, and historical and environmental preservation.

“Lodging” Owner & Operator Responsibilities

Operators are responsible for ensuring compliance with the County's governing laws, including registration, collection and remittance of any TOT taxes that apply to their accommodations when payment is collected.

[Plumas County Code and Ordinances Related to Property Owners Responsibilities when offering lodging.](#)

Definition of “lodging” - "Lodging" shall mean any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging. A "lodging" shall not include an "organized camp" as defined in Section 18897 of the State Health and Safety Code. A "lodging" shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

Tax Imposed - For the privilege of occupying a lodging within the unincorporated area of the County, each transient shall pay a tax in the amount of nine (9%) percent of the rent charged by the operator.

Duties of Operators - Each operator shall collect the tax imposed by the provisions of this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment of rent from the operator.

Registration of Operators- Within ten (10) days after commencing business, each operator of a lodging, located within the unincorporated areas of the County, who rents occupancies to transients, shall register the lodging with the Tax Collector.

FAQ'S

What is Transient Occupancy Tax

TOT, also known as a “hotel tax,” is authorized under State Revenue and Taxation Code Section 7280. TOT is levied at 9% in Plumas County for the privilege of occupying a room(s) or other living spaces in a hotel, inn, motel, vacation home, house or other lodging for a period of 30 days or less. TOT is collected by the operator, but the tax is imposed on the guest.

What is the Feather River Tourism Marketing District and 2% Assessment?

The Feather River Tourism Marketing District (FRTMD) 2% assessment is authorized by the California Property and Business Improvement District Law of 1994 (Streets and Highway Code §36600 et seq.) This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area, providing a stable, long-term source of funding for tourism promotion. This assessment can be paid by the guest or the lodging provider. When paid by the guest the assessment is listed as a separate line item, such as FRTMD Assessment.

Who is required to have a Transient Occupancy Certificate

All lodging providers within Plumas County must have or apply for a Transient Occupancy Tax (TOT) Certificate. Also known as the “hotel” or “bed” tax.

How do I obtain a Transient Occupancy Certificate

Registration should be made prior to operation Complete the [Transient Occupancy Tax Registration Form](#) and mail it to: P.O. Box 176, Quincy, CA. 95971. You will need to know if your short- term rental is located within the FRTMD, this information can be obtained from the tax collector’s office.

Who is required to Pay the 2% FRTMD Assessment

Lodging providers within the boundaries of the Feather River Tourism Marketing District (FRTMD), which includes the Lake Almanor/Chester, Indian Valley, Feather River Canyon, Quincy, and Bucks Lake areas, pay the 9% TOT and a 2% FRTMD Assessment with the same compliance requirements. If in doubt if your lodging facility lies within the boundaries of the FRTMD please call the tax collector at 530-280-6260.

How often do I need to file/pay the TOT tax

Unless otherwise arranged, Transient Occupancy Tax is due quarterly. Tax payments are due postmarked no later than the last day of the month following the end of the calendar quarter for which the taxes are due.

Quarterly Due Dates are as follows:

First Quarter (Jan-Mar): Due on or before April 30th

Second Quarter (Apr-Jun): Due on or before July 31st

Third Quarter (July-Sept): Due on or before October 31st

Fourth Quarter (Oct-Dec): Due on or before January 31st

How do I obtain a quarterly return

Quarterly returns will be mailed to you approximately _____ days before they are due. If for some reason you did not receive one. You can download a blank form.

[Transient Occupancy Tax Return without FRTMD Assessment](#) For Eastern Plumas County only.

[Transient Occupancy Tax Return with FRTMD Assessment](#) For Quincy, Bucks Lake, Feather River Canyon, Indian Valley and Lake Almanor Basin.

How do I calculate the amount of tax due

The amount of tax is 9% of Gross Rents (less any exemption[s]) in a reporting period, plus 2% FRTMD Assessment. See [Plumas County Ordinance for exemptions](#) and other additional information.

What is included in Gross Rents

"Rent" means all consideration charged for occupancy valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature required to be paid by a transient, without any deduction therefrom whatsoever.

Notwithstanding the foregoing, "rent" does not include consideration or charges for any of the following:

- Use of banquet or meeting rooms;
- Occupancy of space in a lodging by a pet owned by a transient;
- Childcare services;
- Use of safes or other secure storage areas;
- Food or meals;
- Pay-per-view movies, video games, telephones, internet and the like;
- Cancellation charges; or
- Repair or damage/lost items in a lodging.

Do I report anything if Airbnb pays TOT

Yes. While Airbnb has a voluntary collection agreement with County of Plumas, as an operator, you are still required to file a quarterly TOT return and/or submit the necessary supporting documentation. Airbnb has reports you can generate to provide you with the necessary information to complete your return. You will report gross rents from all sources on line 1 of the TOT return and will also need to include the gross rents from Airbnb platform on the appropriate adjustment lines. If you need additional assistance, please reach out to the Tax Collector's office at 530-280-6260

If I did not have any guests, closed for the season, or all stays over 30 days do I need to complete a return

Yes. Regardless of whether any qualified rents are received for the reporting period a return is required to be filed.

Where do I mail quarterly returns

Returns are to be mailed to:

Plumas County Tax Collector
P.O. Box 176
Quincy, Ca 95976-0176

How long do I need to maintain records

Operators of lodging facilities are required to keep and preserve records for a period of five (5) years, including all records that may be necessary to determine the amount of tax due in the event of an audit.

Are there penalties for not having a TOT certificate or timely payments

Yes, there are penalties for both late registration and quarterly payments

Late registrations. Any operator who shall fail to obtain a registration certificate within the time specified by this chapter shall pay a penalty of Twenty-Five and no/100ths (\$25.00) Dollars per certificate.

Original delinquencies. Any operator who shall fail to remit any tax imposed by the provisions of this chapter within the time required shall pay a penalty in the amount of ten (10%) percent of the amount of the tax in addition to the amount of the tax.

Continued delinquencies. Any operator who shall fail to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty in the amount of ten (10%) percent of the amount of the tax in addition to the amount of the tax and the ten (10%) percent penalty first imposed.

Fraud. If the Tax Administrator shall determine that the nonpayment of any remittance due pursuant to the provisions of this chapter is due to fraud, a penalty in the amount of twenty-five (25%) percent of the amount of the tax shall be added thereto, in addition to the penalties set forth in subsections (b) and (c) of this section.

Interest. In addition to the penalties imposed, any operator who shall fail to remit any tax imposed by the provisions of this chapter shall pay interest at the rate of one percent per month, on the amount of the tax, exclusive of penalties, attaching on the first day of the month in which the tax became delinquent and on the first day of each month thereafter to the time of payment. If the last day of a month falls on a Saturday, Sunday, or legal holiday, the additional one percent shall attach after 5:00 p.m. on the next business day.

Penalties and interest merged with tax. Every penalty imposed, and such interest as accrues, pursuant to the provisions of this section shall become a part of the tax required to be paid by the provisions of this chapter.

(§ 75007, P.C.O.C., as added by Ord. 544, as amended by § 1, Ord. 84-556, eff. March 8, 1984, and § 3, Ord. 88-686, eff. April 7, 1988)

To Be post on Airbnb Site – Responsible Hosting

Plumas County, Ca

When deciding whether to become an Airbnb host, it is important for you to understand the laws in your municipality. As a platform and market place, we do not provide legal advice, but we want to give you some useful information and links that may help you better understand the regulations in Plumas County, California. This list is not exhaustive, but it should give you a good start in understanding your local laws. If you have questions, please contact the County Tax Collector at 530-283-6260 or <https://www.plumascounty.us/95/TreasurerTax-Collector>.

Short-term rental regulations

Plumas County Code requires all lodging providers including short-term rentals to obtain a TOT certificate. The TOT rate for Plumas County is 9%. Properties located within the FRTMD are also required to collect **a 2% assessment**. This assessment can be collected from the guest as long as it is listed as a separate line item on their bill. The lodging provider may choose to pay the assessment and not collect from the guest.

It is the responsibility of all operators, and authorized agents, to ensure the appropriate taxes are being collected and remitted each quarter.

Registration

Step 1: Registration should be made prior to the operation of the rental. Complete the [Transient Occupancy Tax Registration Form](#) and mail it to: P.O. Box 176, Quincy, CA. 95971. You will need to know if your short- term rental is located within the FRTMD, this information can be obtained from the tax collector's office.

Step 2: Once you receive your permit number from the County, remember to [add it to your listing](#).

Step 3: Once you have your TOT permit and the number is added to your listing reach out to Plumas County Tourism if you wished to have your property added to the plumascounty.org.

Step 4: File County of Plumas Transient Occupancy Tax Return quarterly regardless of income earned in the quarter.

Other rules

It is also important to understand and abide by other contracts or rules that bind you, such as leases, condo board or co-op rules, HOA rules, or rules established by tenant organizations. Please read your lease agreement and check with your landlord if applicable.

Remitting Quarterly Tax Returns

Quarterly Tax Returns are required to be filed each quarterly even if property was not rented during the quarter or taxes are being collected and paid by Airbnb.

Overview of tax obligations

Hotel partners remain responsible for complying with tax obligations, including accounting for applicable tax (for any taxes not collected and remitted by us), ensuring such tax rates are accurate and up-to-date, and timely remitting taxes they owe to the proper taxing authorities.

In some jurisdictions, Airbnb Travel, LLC collects and remits taxes on behalf of hotels and/or on our service fee. We automatically calculate these taxes and collect them from guests at the time of payment, and then remit them to the applicable tax authority. Currently Airbnb is not collecting and paying the FRTMD 2% assessment. This is the responsibility of the short- term rental operator.

Even if Airbnb Travel, LLC automatically collects and pays certain taxes on your behalf, you may still be required to manually collect other taxes on accommodation. For example, Airbnb Travel, LLC may collect state taxes but not local ones in some places.

You are responsible for knowing whether or not Airbnb Travel LLC is collecting any taxes on your behalf. To generate the Airbnb Gross Earnings Report, the client would need to log into their Airbnb Host.

Hotels remain responsible for assessing and complying with all other applicable tax obligations (including any additional city or local requirements). We recommend doing some research to make sure you understand and comply with any local tax rules and obligations that apply to your listing. Check with your local government or a tax professional for additional information about taxes that apply to your situation.

Tax collection and remittance by hotel

Hotels are responsible for collecting and remitting any taxes on accommodation for their net room rate that are not automatically collected and remitted by Airbnb Travel, LLC on the hotel's behalf.

What taxes should be collected by the hotel?

Taxes and assessments on the net room rate (i.e., nightly price minus Airbnb Travel, LLC's service fee), except for any taxes that Airbnb Travel, LLC collects and remits on behalf of hotels in your area.

Date:

Address:

Attention

Airbnb would like to make you aware of changes in how Plumas County Tax Collector is handling short term rentals on the Airbnb platform.

The County is now requiring all Airbnb hosts to obtain a County Transient Occupancy Certificate.

Changes you need to know.

- All short- term rentals are required to register with the County and obtain a TOT certificate.
- All short-term rentals are required to submit a quarterly Transient Occupancy Tax Return to the Tax Collector's office on all gross revenues received.
- Airbnb will continue to collect and pay TOT on your behalf.
- Additional assessments, such as the Feather River Tourism District Assessment (FRTMD) if applicable, are now your responsibility. Failure to pay will result in penalties and interest.
- Any short-term rental that does not obtain a TOT certificate from the county will be considered non-compliant.

What you need to do.

To be in compliance with the Plumas County ordinance and avoid penalties and interest, complete the following steps **before 12/31/2024**.

1. Obtain a TOT Certificate for each property you operate.
 - a. Registration for a TOT Certificate can be found at; [Transient Occupancy Tax Registration Form](#) and mailed to P.O. Box 176, Quincy, Ca 95971.
 - b. Any questions contact Plumas County Tax Collector at 530-283-6260.
2. File quarterly TOT Tax Returns.
 - a. TOT Tax Returns can be found at the following links and will be mailed to you in subsequent quarters.
 - [Transient Occupancy Tax Return for Eastern Plumas County.](#)
 - [Transient Occupancy Tax Return for Quincy, Bucks Lake, Feather River Canyon, Indian Valley and Lake Almanor Basin.](#)
 - b. Report gross receipts and pay TOT on any receipts generated outside of the Airbnb Platform.

- c. Pay the FRTMD 2% assessment (if applicable) on all receipts earned.
 - Lodging providers in Quincy, Bucks Lake, Feather River Canyon, Indian Valley and the Lake Almanor Basin are required to pay the FRTMD assessment.

3. Submit the Airbnb Earnings report with your quarterly return.
4. Once you have a TOT certificate number you must add it to your Airbnb listing.

If you are a Lodging provider paying the FRTMD 2% Assessment

1. You are eligible to add your listing(s) to plumascounty.org
2. Information can be submitted via <https://plumascounty.org/lodgings-provider-submission-form/> or contact Plumas County Tourism at info@plumascounty.org for more information.

Please visit Airbnb Responsible Hosting page for Plumas County for more details.

Complete the following steps to generate the Airbnb Gross Earnings Report.

To generate the Airbnb Gross Earnings Report, the client would need to log into their Airbnb Host Account, then:

1. Across the top (center to right) of the page, they should see the word "host."
- . Click on Host and select "hosting dashboard."
- a. Left click on the profile photo (top right corner) and select "transaction history."
2. There are three tabs, "completed payouts, upcoming payouts and gross earnings."
3. Click on the "gross earnings tab" until the green line shows.
4. Select the dates you want to report, i.e "FROM October 2019 TO October 2019"
5. Download to CSV:
 - a. The report should open to a spreadsheet. If not, at the bottom left of the screen, there should be an up arrow with "Airbnb_tax_...", click it to open the report;
OR the file is automatically saved in your downloads folder, so you can always locate it there.
 - b. If you are using Numbers (for Mac), you will need to export to Excel. To export to Excel, click on **File**, then "export to" and select Excel, then save to your desktop.
 - c. Print the report in **landscape** and scale to fit all to one page.
6. If information in any of the columns is not visible (shows #####), then open the column by double clicking between columns A and B as well as Columns C and D or D and E.
 - a. Save the report to your desktop for electronic filing, using .XLS, .PDF or .CSV file format.

*Please note, **TOT should be reported when the stay occurs (check in date)**, not when the payment is received (payout date).

**To Report your Airbnb Gross Earnings, use the total for "Column O - Gross Earnings". Please do not report using "Column K - Amount".



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: January 7, 2025

SUBJECT: Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.

Recommendation:

Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.

Background and Discussion:

Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.

Action:

Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 20250102123247

Plumas County Boards and Commissions

Integrated Solid Waste Management Task Force

Supervisor District 5 – Engel

Juvenile Justice Coordinating Council

Supervisor District 4 – Hagwood

Local Agency Formation Commission (LAFCo)

Supervisor District 5 – Jeff Engel (alternate)
Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Local Solid Waste Enforcement Appeals Board

Supervisor District 2 – Kevin Goss

NORCAL-EMS Board of Directors

Supervisor District 2 – Kevin Goss

Northern Rural Training and Employment Consortium (NoRTEC) Board of Directors

Supervisor District 3 – Thomas McGowan

North Cal-Neva Resource Conservation and Development Council

Supervisor District 5 – Jeff Engel

Northern Sierra Air Quality Management District

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Plumas County Coordinating Council

Supervisor District 2 – Kevin Goss
Supervisor District 5 – Jeff Engel

Plumas County Planning Commission

Supervisor District 1 – Dwight Ceresola
Supervisor District 2 – Kevin Goss
Supervisor District 3 – Tom McGowan
Supervisor District 4 – Greg Hagwood
Supervisor District 5 – Jeff Engel

Plumas County Boards and Commissions

Plumas County Transportation Commission

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan
Supervisor District 4 – Greg Hagwood

Regional Water Management Group

Supervisor District 1 – Dwight Ceresola

Representing California's Rural Counties (RCRC)

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Rural Counties Environmental Services Joint Powers Authority (ESJPA)

Supervisor District 2 - Goss
John Mannle – Public Works Director (Alternate)
Sean Graham – Solid Waste (Alternate)



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: January 7, 2025
SUBJECT: Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Recommendation:

Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Background and Discussion:

Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Action:

Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Eastern Plum as Recreation District - Boswell, Marcia 2025

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
MIMI HALL, DISTRICT 4
JEFF ENGEL, DISTRICT 5



January 7, 2025

Marcia Boswell
1 Tomahawk Trail
Graeagle, CA 96103

Re: Appointment to the Eastern Plumas Recreation District Board of Directors

Ms. Marcia Boswell,

On January 7, 2025, the Board of Supervisors appointed you to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025.

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

Sincerely,

Chair, Board of Supervisors